



INKSTER CITY COUNCIL

November 20, 2017
26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

Mayor – Byron Nolen
Mayor Pro Tem – Timothy Williams, District I

Council Members:

Clarence Oden, Jr., District II
Sandra K. Watley., District III
Steven Chisholm, District IV
Kim Howard, District V
Connie R. Mitchell, District VI

FELICIA RUTLEDGE
CITY CLERK

BYRON NOLEN
MAYOR

TREASURER
DARIN CARRINGTON

DAVID JONES
CITY ATTORNEY

Council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor. Please state your name and your address for the record prior to providing your comments. Comments are limited to three (3) minutes.

Council Orientation Agenda – 6:00 PM

1. Call to Order
2. Discussion
 - A. Agenda Discussion
 - B. Block Club Discussion RE: Councilman Oden Proposal
 - C. Malcolm X House Proposal Discussion
 - D. Professional/Intern Public Relations

Public Participation (limit to 3 minutes)

3. CLOSED SESSION – Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).
4. Adjournment

November 20, 2017
Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

- A. Primerica Financial Literacy – Clarence Lee, Jr., Regional Leader

4. Public Hearing

5. Consent Agenda

- A. November 6, 2017 Regular City Council Meeting Minutes.

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6. Boards and Commissions

- A. Update of current list of appointments to Boards & Commissions.

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7. Previous Business

8. Ordinance(s)

- A. First Reading(s)

- B. Second Reading(s)

- 1. A ***second*** and ***approval*** reading for a certificate of compliance Ordinance Sections 150.230-150.240 for the City of Inkster to address current requirements for resident agents and certificate of compliance not in use when original stipulations were enacted.

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- 2. A ***second*** reading and ***approval*** for Notice of Dangerous Buildings Contents Board of Appeal; Service Section 150.141-150.145 for the City of Inkster to address current requirements for notice and compliance not in use when original stipulations were enacted.

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9. New Business

A. Discussion/Action: (Sharde Fleming) Consider offer to purchase one (1) residential property: 4336 Williams St., located on the west side of Williams St. between Pine St. and Lehigh St, is legally described as 36B268 LOT 268 BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property ID # 44014020268000) in the total amount of \$1.00 to Maurice E. Upthegrove-Bey. **Pg. 30**

B. Discussion/Action: (Sharde Fleming) Consider authorization to purchase 260 residential vacant parcels (see attachment for list) from the Wayne County Land Bank for a total purchase price of \$15,000.00. **Pg. 43**

C. Discussion/Action: (Sharde Fleming) Consider offer to purchase (Case #17-29) one (1) residential property: 4166 Allen Ave., located on the west side of Allen Ave. between Andover St. and Pine St. and is legally described as *36B120* LOT 120 ALSO E 1/2 ADJ VAC ALLEY- - - BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property ID # 44014020120000) in the total amount of \$2,000.00. **Pg. 61**

D. Discussion/Action: (Felicia Rutledge) Consideration and approval of the 2018 City Council meeting dates. **Pg. 67**

10. Public Participation (limit to 3 minutes)

11. City Clerk

12. City Treasurer

13. Mayor and Council Communication

14. Closed Session

Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

15. Adjournment

Felicia Rutledge
City Clerk

November 6, 2017
Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, November 6, 2017.

Prior to the Regular Council Meeting: City Council members discussed:

A. Agenda Discussion

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to go into Executive Session 6:25 p.m. to discuss pending litigation, personnel and land sales in accordance with MCL 15.286 (e). Motion carried unanimously

Moved by Councilmember Chisholm, Seconded by Mayor Pro-Williams to adjourn the closed Executive Session at 6:48 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:00p.m.

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Prayer

Prayer was led by Reverend George Williams

Roll Call

Mayor Nolen	Present	Councilwoman Howard	Present
Councilwoman Watley	Present	Mayor Pro-Tem Williams	Present
Councilman Oden	Present	Councilman Chisholm	Present
Councilwoman Mitchell	Present		

Approval of Agenda

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden
to approve the agenda.

11-17-250R - Motion carried.

Presentations/Discussion

- A. Michigan Works Presentation – Jeff Tanner and Robert McDonnell
- B. Middlepark Manor Block Club Plaque Presentation – Gabe Henderson
- C. Commissioner Glenn Anderson's Office – Mary McClendon

Public Hearings

- A. A public hearing for a certificate of compliance Ordinance Sections 150.230-150.240 for the City of Inkster to address current requirements for resident agents and certificate of compliance not in use when original stipulations were enacted.

Moved by Councilmember Oden, Seconded by Councilmember Chisholm to OPEN the public hearing for a certificate of compliance Ordinance Sections 150.230-150.240 for the City of Inkster to address current requirements for resident agents and certificate of compliance not in use when original stipulations were enacted.

Resolution 11-17-251R – Motion carried.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Howard to CLOSE the public hearing for a certificate of compliance Ordinance Sections 150.230-150.240 for the City of Inkster to address current requirements for resident agents and certificate of compliance not in use when original stipulations were enacted.

Resolution 11-17-252R – Motion carried.

- B. A public hearing for Notice of Dangerous Buildings Contents Board of Appeal; Service Section 150.141-150.145 for the City of Inkster to address current requirements for notice and compliance not in use when original stipulations were enacted.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to OPEN the public hearing for Notice of Dangerous Buildings Contents Board of Appeal; Service Section 150.141-150.145 for the City of Inkster to address current requirements for notice and compliance not in use when original stipulations were enacted.

Resolution 11-17-253R – Motion carried.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to CLOSE the public hearing for Notice of Dangerous Buildings Contents Board of Appeal; Service Section 150.141-150.145 for the City of Inkster to address current requirements for notice and compliance not in use when original stipulations were enacted.

Resolution 11-17-254R – Motion carried.

- **George Williams** – Asked if the dangerous buildings Ordinance would help the neighborhoods with homes that are blithe.
- **Attorney Jones** – Replied that the Ordinance now has more teeth but that every building that is boarded up is not a dangerous building.
- **George Williams** – Asked what if a property is a nuisance.
- **Attorney Jones** – Stated there are guidelines that the city is able to use to determine if a building is a nuisance.
- **Stephanie** – Asked if Code Enforcement and the city communicate with one another because they have received a ticket and they are in the site plan phase. She stated they were unable to pull permits per the building department.

- **Attorney Jones** – Stated that if the ticket was issued before the plan review phase the applicant should notify code enforcement and the ticket will be dismissed at court.
- **Monica Miller** – Asked what the guidelines for deeming a property a nuisance are.
- **Attorney Jones** – Responded that the city has some guidelines they go by.

Consent Agenda

- A. October 16, 2017 Regular City Council Meeting Minutes.
- B. Allen Brother's and Attorney's PLLC Invoice \$31,268.14

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Howard to approve the consent agenda.
Resolution 11-17-255R – Motion carried.

Boards and Commission

- A. Update of current list of appointments to Boards & Commissions.

Moved by Councilmember Oden, Seconded by Councilmember Mitchell to appoint Opal Nolen to District II Parks and Recreation position.
Resolution 11-17-256R – Motion carried.

Moved by Councilmember Chisholm, Seconded by Councilmember Oden to appoint Dorothy Gardner to the Brownfield Redevelopment Association.
Resolution 11-17-257R – Motion carried.

Moved by Councilmember Mitchell, Seconded by Councilmember Howard to appoint Avis Love to the Beautification Commission
Resolution 11-17-258R – Motion carried.

Moved by Councilmember Chisholm, Seconded by Mayor Pro-Tem Williams to appoint George Williams to the Beautification Commission.
Resolution 11-17-259R – Motion carried.

Nominations:

Previous Business

Ordinance(s)

- A. First Reading(s)

1. A first reading for a certificate of compliance Ordinance Sections 150.230-150.240 for the City of Inkster to address current requirements for resident agents and certificate of compliance not in use when original stipulations were enacted.

2. A first reading for Notice of Dangerous Buildings Contents Board of Appeal; Service Section 150.141-150.145 for the City of Inkster to address current requirements for notice and compliance not in use when original stipulations were enacted.

- B. Second Reading(s)

New Business

- A. Discussion/Action (Denise Champagne) Consider approval of automobile lease agreement for the 2011 Ford Bus (12 passengers/2wheelchairs) between the City of Inkster and the Inkster Commission on Aging in the amount of \$12 (\$1 per month) for the period of one year (October 2017 – September 2018). This lease agreement will allow the Inkster Commission on Aging to fully insure this vehicle through their commercial vehicle insurance coverage, protecting the interest of the City of Inkster.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to approve of automobile lease agreement for the 2011 Ford Bus (12 passengers/2wheelchairs) between the City of Inkster and the Inkster Commission on Aging in the amount of \$12 (\$1 per month) for the period of one year (October 2017 – September 2018). This lease agreement will allow the Inkster Commission on Aging to fully insure this vehicle through their commercial vehicle insurance coverage, protecting the interest of the City of Inkster.

Resolution 11-17-260R – Motion carried.

- B. Discussion/Action: (Sharde Fleming) Consider approval of an offer to purchase (Case #17-27) one (1) residential property: 1) 4337 Harrison Ave. which is legally described as 36C48B 49 S 1/2 OF LOT 48 ALSO LOT 49 ALSO W 1/2 ADJ VAC ALLEY INKSTER GARDENS SUB T2S R9E L48 P73 WCR (Property ID # 44014030048002) in the amount of \$2,000.00.

Moved by Councilmember Oden, Seconded by Mayor Pro-Tem Williams to approve of an offer to purchase (Case #17-27) one (1) residential property: 1) 4337 Harrison Ave. which is legally described as 36C48B 49 S 1/2 OF LOT 48 ALSO LOT 49 ALSO W 1/2 ADJ VAC ALLEY INKSTER GARDENS SUB T2S R9E L48 P73 WCR (Property ID # 44014030048002) in the amount of \$2,000.00.

Resolution 11-17-261R – Motion carried.

- C. Discussion/Action: (Sharde Fleming) Consider approval of an offer to purchase (Case #17-24) one (1) vacant residential parcel located on the north side of Stanford Ave. between Meadowdale and Beech Daly and is legally described as *31B330* LOT 330 ALSO S 1/2 ADJ VAC ALLEY ROUGELVANIA SUB NO. 1 T2S R10E L54 P81 WCR - K - 58.99 (Property ID # 44024020331000) in the total amount of \$250.00.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Mitchell to approve of an offer to purchase (Case #17-24) one (1) vacant residential parcel located on the north side of Stanford Ave. between Meadowdale and Beech Daly and is legally described as *31B330* LOT 330 ALSO S 1/2 ADJ VAC ALLEY ROUGELVANIA SUB NO. 1 T2S R10E L54 P81 WCR - K - 58.99 (Property ID # 44024020331000) in the total amount of \$250.00.

Resolution 11-17-262R – Motion carried.

- D. Discussion/Action: (Sharde Fleming) Consider approval of offer to purchase (Case #17-26) three residential properties: 1) 28432 Hazelwood (Property ID #44005030037001); 2) 29806 Hazelwood (Property ID #44002010355000); and 3) 29649 Hazelwood (Property ID #44 002010307000) in the total amount of \$7,500.00 (\$2,000 for 28432 Hazelwood; \$2,000 for

29806 Hazelwood; and \$3,500 for 29649 Hazelwood) to Platinum Real Estate Holding LLC (Anthony Rea).

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve of an offer to purchase (Case #17-26) three residential properties: 1) 28432 Hazelwood (Property ID #44005030037001); 2) 29806 Hazelwood (Property ID #44002010355000); and 3) 29649 Hazelwood (Property ID #44002010307000) in the total amount of \$7,500.00 (\$2,000 for 28432 Hazelwood; \$2,000 for 29806 Hazelwood; and \$3,500 for 29649 Hazelwood) to Platinum Real Estate Holding LLC (Anthony Rea). Resolution 11-17-263R – Motion carried.

E. Discussion/Action: (Sharde Fleming) Consider authorizing the City to enter into an agreement with Atwell, Landwise Inc. or Zeimet Wozniak & Associates to conduct a boundary and topographical survey of the former civic center area. The area consists of five commercial properties: 1) City Hall, 2121 Inkster Rd.; 2) Police Station, 27301 S. River Park Drive; 3) Library, 2005 Inkster Rd.; 4) Ice Arena, 27077 S. River Park Drive; and 5) Court 27331 S. River Park Drive.

Moved by Councilmember Mitchell, Seconded by Mayor Pro-Tem Williams to approve authorizing the City to enter into an agreement with Zeimet Wozniak & Associates to conduct a boundary and topographical survey of the former civic center area. The area consists of five commercial properties: 1) City Hall, 2121 Inkster Rd.; 2) Police Station, 27301 S. River Park Drive; 3) Library, 2005 Inkster Rd.; 4) Ice Arena, 27077 S. River Park Drive; and 5) Court 27331 S. River Park Drive in the amount of \$6,500.00 Resolution 11-17-264R – Motion carried. NAY: (Watiey)

Public Participation

- **Toni Bailey** – Announced the last clean-up November 18, 2017 at 9:00 a.m. at the Booker Dozier Recreation complex.
- **Maurice –Uptogrove-Bey** – Announced his proposal of 4336 Williams Street the old Malcolm X House. He asked for a stay on demolition and that the city consider his proposal for a museum.
- **Pastor Jean Overman** – Announced the College Care Package Program on Saturday November 11, 2017 at 11:30 a.m. She further announced that Operation Refuge would be giving away Thanksgiving packages.
- **Arthur Warren** – Stated he is here on behalf of his mother who resides at 26716 Ross Street. He stated that the street is often flooded and it makes it hard for her to drive down. He further stated that there is dumping on the street and the conditions are deplorable.
- **Michael Byrd** – Stated to City Administration that he had a house fire and his deed was burned he stated that he needed another copy of the deed and was seeking how to go about doing that from the city.

City Clerk

- Announced the November 7, 2017 election for District 1 Precinct 1 and 2 and District 3 Precincts 1 and 2.

City Treasurer

- Stated that compost is being picked up.

Mayor and Council

- **Councilman Chisholm** – Stated that the Boards and Commission's application should be cleared up regarding residency. He announced that Troy Seaton is selling popcorn for the Boy scouts and needs your support.
- **Councilwoman Watley** – Announced that Senator Knezek would be hosting a Veteran's Day. She further announced the new driver responsibility law that passed and thanked State Representative Jewell Jones. She lastly thanked the persons who donated to the I-Can Candy Convoy.
- **Councilman Oden** – Thanked Jerome Bivins for the lights that went up. He further stated that dumping is still going on in the city on Rosewood and Parkwood. Lastly he stated the city should look into a public relations person.
- **Councilwoman Mitchell** – Stated she wanted to commend State Representative Jewell Jones for the driver responsibility bill. She stated that the Strategic Survey for DDA has is going very well. She invited persons to attend the Strategic Planning meetings.
- **Mayor Pro-Tem Williams** – Invited residents to Shop Inkster.
- **Mayor Nolen** – Introduced Sharde Fleming, the new Director of Special Projects. He announced the trip to the capital on December 8, 2017. He thanked the Police and Parks and Recreation for the Halloween party. He provided the city with an update stating that Chase Bank gave back the building and it will be made available to the community.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm and carried, the Regular Council meeting of November 6, 2017 was adjourned at 8:16 p.m.



Felicia Rutledge, City Clerk
City of Inkster

CITY OF INKSTER

Boards & Commissions

[MADE OPERATIVE BY STATE LAW, CITY OF INKSTER CHARTER PROVISION OR CITY OF INKSTER ORDINANCE]

AGING COMMISSION

[MEETINGS: Third Friday of each month at 1:00 p.m., Twin Towers Activity Room]

2 Year Term

9 Members

Ordinances: 414,457 & 508

Denise Champagne, Project Dir.

- (Ex-Officio Member)

Rochelle Wells

Audrey Jean Searcy

Doris Horne

Henry Wade

Toni Bailey

Dorothy Gardner

Chuck Coleman

Gabe Henderson

Jean Liddell

Patricia Donald

Iris Love

Tenure

Exp. 02/16/17

Exp. 01/17/19

Exp. 02/16/17

Exp. 02/01/18

Exp. 07/07/19

Exp. 01/17/20

Exp. 02/01/18

Exp. 02/01/18

Exp. 05/15/19

Exp. 07/06/17

Exp. 01/17/20

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing

William Miller

Gina Triplett (Alternate)

Lenoria Warmack

Celeste McDuffie

Clerk of the Board – Non Voting

Exp. 02/06/2018

Exp. 03/06/18

Exp. 01/17/18

Exp. 02/06/18

BEAUTIFICATION COMMITTEE

[MEETINGS: Second Monday of each month @ 6:00 p.m., Recreation Center]

2 Year Term

Toni Bailey

Kathleen Gibbs

Gabe Henderson

Avis Love

George Williams

Exp. 05/16/18

Exp. 02/06/19

Exp. 05/16/18

Exp. 11/6/19

Exp. 11/6/19

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

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Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

BUILDING AUTHORITY COMMISSION - Inactive

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock
 Hersey Bryant, (C)
 Horace Wells

Exp. 12/31/05
 Exp. 12/31/00
 Exp. 12/31/01

CABLE TELEVISION COMMISSION

[MEETINGS: Second Tuesday of each month at 6:00 p.m., Recreation Center]

3 Year Term

9 Members

Ordinances 593 and 609

Timothy Williams Ex-Official

Troy Seaton Dist. 1

Exp. 01/17/20

Leon Houston Dist. 2

Exp. 06/19/22

Charmaine Kennedy Dist. 3

Exp. 01/17/20

Octavia Smith Dist. 4

Exp. 07/03/20

Thelma Jean Overman Dist. 5

Exp. 02/06/20

Dist. 6

Exp. 01/04/19

Sandra Watley **Mayoral**

Exp. 01/03/20

Steven Chisholm At-Large

Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Clarence Oden

Exp. 6/18/15

Vacant - (Employee Representative)

~~James White~~

Exp. 12/04/11

- (Commission Appointment)

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

Jim Wright (Building Contractor)

Exp. 9/18 (1 Year Term)

Deborah Owens (General Member)

Exp. 9/19 (2 Year Term)

Guy Borrusch General Member)

Exp. 9/19 (2 Year Term)

Dorsey Williams (Contractor)

Exp. 9/20 (3 Year Term)

James Garrett (Engineer)

Exp. 9/20 (3 Year Term)

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Henry Wade		Exp. 12/17
- (Licensed Plumber)		
Stephen Lawrence		Exp. 12/17
Tiara Jones		Exp. 10/17
Kenyatta Mason		Exp. 10/17
- (Licensed Electrician)		
Marcus Hendricks –		Exp. 12/17
- (Licensed Electrician)		
- Tom Michelini		Exp. 04/19
- Building Inspector		
- (Licensed Engineer/Inspector)		

DOWNTOWN DEVELOPMENT AUTHORITY

[MEETINGS: Third Tuesday of each month, 6:00 p.m. City Hall Council Chambers]

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Connie R. Mitchell		Tenure
Martha Theis		Exp. 01/14/18
Vacant		
Cynthia Adams (Secretary)		Exp. 01/14/18
Brittni Abiolu (Vice Chair)		Exp. 05/18/19
Peter Cimeot		Exp. 01/21/18
Akindele Akinyemi (Chair)		Exp. 02/16/19
Vai Ogbonaya		Exp. 07/20/19
Winston Wade		Exp. 07/17/21
Rerhi Onomake (Treasurer)		Exp. 3/16/19
Uche Ndubuisi		Exp. 7/20/19

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

[MEETINGS: Second Thursday each month, held in the Conference Room, City Hall]

6 Year Term	11 Members	State Law and Ordinances 517 and 570
Bishop Walter Starghill, Jr.		Exp. 06/07/16
Winnie Nwankwo		Exp. 05/18/21
Akindele Akinyemi		Exp. 05/18/21
Deborah Walker		Exp. 06/07/16
Mary Weislo		Exp. 03/07/17
Cassandra Leonard		Exp. 06/07/16
Herbert Johnson		Exp. 06/07/16
Dennis Weislo		Exp. 06/07/19
Charmaine Kennedy		Exp. 01/17/23
Connie R. Mitchell		Exp. 02/06/23

ELECTRICAL EXAMINING BOARD

Indefinite Terms	4 Members	State Law and Ordinance 616
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Walter Bays (Elec. Cont.)
 Andrew Hughes (Adm. Official)
 Carlton Trouteaud (Rep. of Detroit Edison)

ELECTION COMMISSION

[Per the City Charter; Chapter 4; Section 4.1]

4 Year Term

Council Member (most votes)

City Attorney

Tenure

City Clerk

Tenure

Catherine Morris (Mayor and Council appointee)

Vacant (Mayor and Council appointee)

HOUSING AND REDEVELOPMENT

[MEETINGS: Third Tuesday of each month at 6:30 p.m., 4500 Inkster Road]

5 Year Term

6 Members

State Law and Ordinance 99

Caroline Smith

Exp. 12/21

Mable Stroman

Exp. 12/21

Ellis Clifton

Exp. 12/21

DaSalla Scott

Exp. 01/22 (Resident Housing)

George Williams

Exp. 12/21

INKSTER HISTORICAL COMMISSION

[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]

2 Year Term

7 Members

State Law and Ordinance 196

Theola Jones

Dist. 1

Exp. 02/06/19

Rhoda Littles

Dist. 2

Exp. 02/06/19

Ruth E. Williams

Dist. 3

Exp. 02/06/19

Vacant

Dist. 4

Vacant

Dist. 5

Jean Liddell

Dist. 6

Exp. 09/18/19

George Mitchell

Exp. 10/16/19

LIBRARY BOARD

4 year term

Michael Wells

Exp. 2019

Akindele Akinyemi

Exp. 2019

DeAndra Crystal-Rikay Watley

Exp. 2019

Dosye A. Thompson

Exp. 2019

Emmereal Shawn Wells

Exp. 2019

Ruth E. Williams

Exp. 2019

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]

2 Year Term

7 Members

Ordinance: 603

Nell Harrison

Dist. 1

Exp. 3/21/18

Curtistine Barge

Dist. 2

Exp. 1/20/18

Brittni Abiolu

Dist. 3

Exp. 3/7/18

Olubisi B. Ajetunmobi

Dist. 4

Exp. 1/20/18

Vacant

Dist. 5

Barbara Cooper

Dist. 6

Exp. 5/2/18

Marie Jenkins

Mayoral

Exp. 1/20/18

LOCAL OFFICERS COMPENSATION COMMISSION

[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]

7 Year Term

7 Members

State Law and Ordinance 409

Lenoria Warmack

Exp. 10/17/2023

Thelma Jean Overman

Exp. 10/17/2023

Debra Owens

Exp. 10/17/2023

Ann Gross

Exp. 12/5/2023

Ronald Johnson

Exp. 12/19/2023

George Williams

Exp. 12/19/2023

Aaron Sims

Exp. 01/03/2024

PARKS AND RECREATION COMMISSION

[MEETINGS: First Tuesday of each month at 7:30 P.M., Recreation Complex]

2 Year Term

9 Members

Ordinances: 493 & 551

John White	Dist. 1	Exp. 03/20/19
Opal Nolen	Dist. 2	Exp. 11/6/19
Shelby Johnson	Dist. 3	Exp. 09/15/16
Vernell Massey	Dist. 4	Exp. 12/01/16
Lenardo Gambrio	Dist. 5	Exp. 10/15/16
Connie R. Mitchell	Dist. 6	Exp. 09/05/19
Tonia Williams	Mayoral	Exp. 02/20/19
Shirley Hankerson	Mayoral	Exp. 05/01/19
Ned Sanders	Council	Exp. 07/07/19
Timothy Williams	?	Exp. 10/2/21

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term

6 Members

Alisa Todd	Dist. 1	Exp. 3/7/18
Katrina Coats	Dist. 2	Exp. 3/7/18
Zeavean Johnson	Dist. 3	Exp. 3/7/18
William Grubbs	Dist. 4	Exp. 3/7/18
Taylor Todd	Dist. 5	Exp. 3/7/18
Demon Zimmerman	Dist. 6	Exp. 3/7/18
Tiwain Smith	Mayoral	Exp. 3/7/18

PLANNING COMMISSION

[MEETINGS: Fourth Monday of each month at 6:00 p.m., City Council Chambers]

3 Year Term

9 Members

State Law and Ordinance 33

Marcus Hendricks (Council appointee)	Exp. 12/18
Byron Nolen (Mayor)	Tenure
Darryl Davis (City appointee)	Exp. 10/18
Timothy Williams (Mayor Pro-Tem)	Exp. 7/19
Mack Willis	Exp. 2/20
James Garrett	Exp. 09/20
William Ratliff (Vice-Chair)	Exp. 04/19
Lynette Cain (Secretary)	Exp. 05/19
Steven Chisholm (Chair)	Exp. 04/19

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 1:00 p.m., TIFA Room]

2 Year Term

5 Members

Charter

Lorenzo A. Moner, Jr.	Mayoral	Exp. 12/17
Barry O'Bryan	Police Rep	
Jason Kaye	Fire Rep	
Sandra K. Watley	City Council Rep	Exp. 12/18
Velma Overman	Board of Trustee Rep	

WATER REVIEW COMMITTEE

[MEETINGS: Scheduled by Chairman Marcus Hendricks, City Hall TIFA Room]

Sam Brown	App. 01/07/13
Carl Woods	App. 01/07/13
Ann Coleman	App. 01/07/13
Courtney Owens	App. 01/07/13
Councilmember Williams	App. 02/04/13

NOTES:

 Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Byron Nolen – Mayor

Date: November 15, 2017

From: Felicia Rutledge, City Clerk

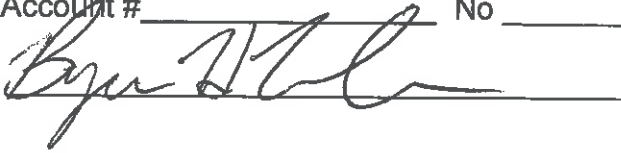
Date for Council Consideration: November 20, 2017

ACTION REQUESTED: A second reading and approval for a certificate of compliance Ordinance 150.230 -150.240 for the City of Inkster to address current requirements for resident agents and certificate of compliance not in use when original stipulations were enacted.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # ☐ No ☐ N/A ☒

Mayor's Approval



BACKGROUND INFORMATION

Items addressed in this ordinance were not in use during the time any previous regulations were enacted.

SCOPE OF SERVICES

To assist any enforcement division in the application of duties and to ensure enforcement authorization

JUSTIFICATION

To update or inform when a resident agent is required and the registration of a certificate of occupancy and certificate of compliance is needed in case of enforcement action.

PROJECT OR IMPROVEMENT TASKS

Provide enforcement divisions with the ability to address issues involving such usage.

COSTS

N/A

PROJECT TIME TABLE

RESOLUTION

To approve a second reading and approval for a certificate of compliance Ordinance 150.230-150.240 for the City of Inkster to address current requirements for resident agents and certificate of compliance not in use when original stipulations were enacted.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

§ 150.230 PURPOSE.

The purpose of this subchapter is to maintain quality structures for the public health, safety, and welfare. This subchapter will set safeguard controls for the **rental** of one- and two-family dwellings, multiple dwellings, apartment units, boarding houses, rooming houses, group homes, hotels, motels and flats.

(Ord. 788, passed 11-29-00; Am. Ord. 851, passed 2-20-15)

§ 150.231 DEFINITIONS.

As used in this subchapter, the following terms shall have the following meanings respectively ascribed to them in this section:

CERTIFICATE OF COMPLIANCE. A certificate issued by the Building Department which certifies compliance with the provisions of this code.

LEASE. Any written or oral agreement that sets forth any and all conditions concerning the use and occupancy of **rental** dwellings or **rental** units.

NEW RENTAL DWELLING. Any structure, building or other facility promised and/or leased to a residential tenant or tenants for use as a home, residence, or sleeping unit which has never been occupied and excluding any addition or modification of an existing structure. This definition includes but without limitation one- and two-family dwellings, multiple dwellings, apartment units, boarding houses, rooming houses, group homes, hotels, motels and flats.

NOTICE OF VIOLATION. A notice issued to the owner or responsible **resident** agent stating that there has been a violation of a provision of this subchapter or any other applicable codes, ordinances, rules or regulations concerning the premises.

OCCUPANCY. Includes all tenants, lessees and persons residing within a **rental** dwelling or **rental** unit.

OWNER. Any person, agent, firm or corporation having a legal or equitable interest in the premises.

OWNER OCCUPIED. Any part of a structure used as a living quarters by the owner of the structure where other parts or part of structure are used as **rental** unit(s). Examples: two-family dwelling, owner occupies one flat; rooming house, owner occupies one unit, etc.

PREMISES. Any lot or piece of land inclusive of the **rental** dwelling or **rental** unit.

RENTAL DWELLING. Any structure, building or other facility promised and/or leased to a residential tenant or tenants for use as a home, residence or sleeping unit. This definition includes but without limitation one- and two-family dwellings, multiple dwellings, apartment units, boarding houses, rooming houses, group homes, hotels, motels and flats.

RENTAL UNIT. Any one area, room, structure, flat, apartment or facility of a **rental** dwelling that is being leased or rented to only one tenant, group of tenants, or family under one lease.

(Ord. 788, passed 11-29-00; Am. Ord. 851, passed 2-20-15)

§ 150.232 REGISTRATION REQUIRED.

The owner of any **rental** dwelling or **rental** unit shall register each **rental** dwelling and all **rental** units contained within the **rental** dwelling with the city and shall designate a person, as defined in § 150.235, as the responsible **resident** agent who shall be legally responsible for operating the registered **rental** dwelling or **rental** unit and shall also be responsible for providing access to such premises for making the inspections necessary to insure compliance with the terms of this subchapter and all applicable codes and ordinances adopted by the city. **In the event the owner is a corporation, partnership, firm, joint venture, trust, association, organization or other entity, such entity must be authorized to conduct business in the State of Michigan.** Each owner or responsible **resident** agent shall maintain a current list of the number of occupants of each **rental** unit for which he or she is responsible. A certificate of compliance shall not be issued if the registration provisions of this subchapter are not complied with.

(Ord. 788, passed 11-29-00; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § [10.99](#)

§ 150.233 REGISTRATION FORMS.

(A) Applications for registration shall be made in such form and in accordance with such instructions as may be provided by the Building Department and shall include at least the following information:

- (1) The name, address, telephone number, date of birth and **copy of government issued identification of owner and resident agent (if applicable);**
- (2) The names, addresses and telephone numbers of all owners of the **rental** dwelling;
- (3) The name, address and telephone number of the responsible **resident** agent; and
- (4) The number of **rental** units in each **rental** dwelling.

(B) No post office box will be accepted as a legal address. The registration shall be kept in the Building Department with a copy provided to Code Enforcement. Applicants will also be informed of certificate of compliance requirements at the time of registration.

(Ord. 788, passed 11-29-00; Am. Ord. 796, passed 11-4-02; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § [10.99](#)

§ 150.234 REGISTRATION TERM AND RENEWAL.

Registration shall be made within 90 days of the enactment of this subchapter. The term of the registration shall be valid as long as the owner remains unchanged. In the event of a transfer of ownership the registration and any certificate of compliance shall expire and no longer be valid. Any new owner shall register and make application for a certificate of compliance for each **rental** dwelling and **rental** unit within ten days of the date of transfer to a new unit.

(Ord. 788, passed 11-29-00; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § [10.99](#)

§ 150.235 RESPONSIBLE RESIDENT AGENT.

The responsible **resident** agent shall be a person or representative of a corporation, partnership, firm, joint venture, trust, association, organization or other entity, and shall be designated by the owner as responsible for operating such premises in compliance with all the provisions of the city code. All official notices of the city may be issued to the responsible **resident** agent, and any notice so issued shall be deemed to have been issued upon the owner of record. **A resident agent must be designated at the time of application and the resident agent designation shall be kept current at all times.**

(Ord. 788, passed 11-29-00; Am. Ord. 851, passed 2-20-15)

§ 150.236 TRANSFER OF OWNERSHIP.

It shall be unlawful for the owner of any **rental** dwelling or **rental** unit who has received a notice of violation to transfer, convey, lease or sell (including by land contract) his or her ownership and/or interest in any way to another, unless the owner shall have first furnished to the grantee, lessee or vendee, or transferee a true copy of any notice of violation and shall have furnished to the Building Official a signed and notarized statement from the grantee, vendee or lessee, or transferee acknowledging the receipt of the notice of violation.

(Ord. 788, passed 11-29-00; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § [10.99](#)

§ 150.237 CERTIFICATE OF COMPLIANCE REQUIRED.

- (A) No person shall lease, rent or cause to be occupied a **rental** dwelling or **rental** unit unless there is a valid certificate of compliance issued by the Building Department in the name of the owner/responsible **resident** agent and issued for the specific **rental** dwelling and **rental** unit. The certificate shall be displayed in a conspicuous place in each **rental** dwelling and **rental** unit at all times or in a common area shared by all occupants of a **rental** dwelling and **rental** unit. The certificate shall be issued after making application with the Building Department and an inspection is made to dwelling and **rental** unit complies with the provisions of this code. **An inspection must be completed within (30) thirty days of application.** An inspection report shall be completed by the inspector after completing the inspection of dwelling and **rental** unit.

- 1) **It shall be unlawful for any person to engage in the business of advertising or actively renting or leasing property without first registering and obtaining a valid Certificate of Occupancy and Certificate of Compliance from the Building Department for each residential rental property.**

(B) Before a certificate of compliance is issued all violations must be corrected and approved. Said violations shall be corrected **and compliance obtained within (90) ninety days of application**, except in dangerous conditions which must be remedied immediately. **(NOTE: \$200 FEE SHOULD BE ESTABLISHED IN ACCORDANCE WITH TERMS LISTED IN §150.238(B))**

- (1) **Failure to comply with inspection and compliance time line will result in the cancellation of application as well as the issuance of a citation and required court appearance.**

(NOTE: \$375 REAPPLICATION FEE/PENALTY & \$400.00 CofO/CofC FEE SHOULD BE ESTABLISHED IN ACCORDANCE WITH TERMS LISTED IN §150.238(B))

(NOTE: 2ND TIME FAILURE FEE OF \$500.00 FEE SHOULD BE ESTABLISHED IN ACCORDANCE WITH TERMS LISTED IN §150.238(B))

(NOTE: 3RD TIME FAILURE FEE OF \$750.00 FEE SHOULD BE ESTABLISHED IN ACCORDANCE WITH TERMS LISTED IN §150.238(B))

- (2) Failure to comply with inspection and compliance time line for a 3rd time will result in the cancellation of application requiring reapplication as well as the issuance of a citation, required court appearance and the potential of (15) fifteen days in jail.
- (3) Failure to comply with inspection and compliance time line for a 4th time will result in cancellation of application, issuance of a citation, required court appearance and the potential of (30) thirty days in jail.

(C) A certificate of compliance may be issued to an applicant after the dwelling has been inspected by the city or its designated representatives and the inspection discloses to the satisfaction of the city that:

(1) The interior of the dwelling is free from refuse, garbage, waste, and that the interior walls, ceilings and woodwork are free of major cracks or crevices or have been sealed by the application of paint or other materials which are designed to prevent the accumulation of dust, dirt or residue.

(2) The dwelling shall be equipped with a functioning hot water system capable of delivering water at a temperature of 120°F which system shall be free of leaks and which shall utilize valves which completely stop the passage of water when so operated.

(3) The dwelling shall be equipped with a functioning water closet, lavatory and bathtub or shower, all of which shall present a clean, sanitary appearance, free of permeable cracks, crevices or porous areas.

(4) The dwelling shall be equipped with a sink which shall be located in the room designated as the kitchen, and which shall be connected to a functioning cold water system and a functioning hot water system, as described above. The sink shall drain into a freely-running sewer system. The area surrounding the sink, as well as the sink itself, shall present a non-porous surface for water, and shall be free of cracks and crevices, and shall present a clean, sanitary appearance.

(5) The dwelling shall be equipped with a sanitary sewage disposal system that drains freely at all times into the municipal sewage system.

(6) The dwelling shall be equipped with a heating system that maintains all occupied rooms at a temperature of at least 70°F at a distance of three feet above the floor level under ordinary minimum winter conditions.

(7) The dwelling unit shall have an electrical service consistent with the appropriate regulating codes and ordinances of the city.

(a) Each entrance/exit shall be illuminated by exterior lights controlled by interior wall switches. Each public hallway, stairwell, laundry room, furnace room shall contain at least one supplied ceiling or wall type electric light fixture.

(b) If a kitchen outlet is within six feet of water or any other outlet, the outlet shall be a GFI (Ground Fault Interrupter). There shall also be a GFI outlet in the bathroom not more than 48 inches from the basin. The outlet shall be at least 30 inches and not more than 60 inches above the floor.

(c) Tenants shall have access to their own fuse box (example: fuse box in each unit or in basement that tenant has access to). Service (fuse box) shall be closed, having no live parts exposed.

(d) All electrical outlets and fixtures shall be kept in good and safe working order.

(e) If electrical service does not meet these minimum standards, it shall be brought up to the required standards, consistent with the appropriate regulating codes and ordinances of the city, by a licensed electrical contractor with a city permit.

(8) All floors, steps, porches, and stairways inside and outside of dwelling shall be sound, and free of loose or cracked coverings, holes, depressions or defects which may tend to present a danger to persons.

(9) The outer roof surface of the dwelling shall present an impervious surface to rain water, and shall present no deformations or voids.

(10) The gutters/rain pipes and down spouts shall be properly secured to the house and be free from deterioration (example: rotting or missing pieces).

(11) All interior and exterior windows of the dwelling shall be equipped with panes of glass or approved materials sealed from water and wind. All windows shall be equipped with a storm window and screen, as may be required by the appropriate regulating codes and ordinances of the city. All windows shall be openable from the inside of dwelling. Any window that is designed to be openable shall have storm windows and screens. Window shall not be held up with a prop. Each window shall be capable of being locked or secured from inside the dwelling.

(12) All exterior doors of the dwelling shall be capable of being secured from the inside by a locking device, and shall be openable by actuating a latch or similar device. All doors shall be maintained such that they present a barrier to persons and animals. All entrance and exit doors immediately connected to unit shall have a screen/storm door that is in good working order.

(13) The exterior of the dwelling shall be coated with a material that seals out moisture, and which presents a continuous uninterrupted surface except where there are doors or windows.

(14) The dwelling shall be free of insects and rodents.

(15) The exterior lot shall be free of debris, rubbish, trash, garbage or wastes, abandoned/unused vehicles, and shall bear no evidence of rodent infestation.

(16) Any garage shed or storage structure shall be in good condition, free of deterioration and free of debris and shall have a rat wall measuring at least two feet in depth.

(17) Smoke alarms shall be required in locations and in numbers in the unit as prescribed by the Fire Inspector and any applicable ordinance.

(18) If the inspection discloses any evidence of structural, electrical, mechanical or sanitation conditions that may prove detrimental to the safety and health of the occupants, the city reserves the right to conduct the necessary trade inspections to determine the extent of any violations and the corrective actions required.

(19) The dwelling meets any other requirements as may be provided for in the appropriate regulating codes and ordinances of the city.

(D) A certificate of compliance is valid for a period of **three** years from its date of issuance or change of occupancy, provided that the **rental** dwelling and **rental** units remain in compliance with all applicable codes and ordinances and are not sold or transferred. For a new **rental** dwelling, a certificate of compliance shall be issued simultaneously with the certificate of occupancy and shall remain valid for **three** years provided that the **rental** dwelling and **rental** units remain in compliance with all the applicable codes and ordinances and are not transferred. When the **rental** dwelling or **rental** units are going to be sold or transferred, a new inspection and a new certificate of compliance shall be required. Any new owner shall make application for a certificate of compliance for each new **rental** dwelling and **rental** unit within ten days of the date of any change of ownership. The inspection fees will follow the same guidelines as stated in this subchapter. The Building Director may revoke a certificate of compliance for a violation of any code, ordinance or rule regulation of the city and said certificate must be renewed every two years. The initial certificate of compliance shall be applied for in accordance with this subchapter within 90 days of the enactment of this subchapter.

(Ord. 788, passed 11-29-00; Am. Ord. 796, passed 11-4-02; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § [10.99](#)

§ 150.238 CERTIFICATE OF COMPLIANCE APPLICATION FORM AND FEE.

(A) An application for certificate of compliance shall be made in such form and in accordance with such instructions as may be provided by the Building Director and shall include at least the following information:

- (1) Name, address, telephone number and date of birth of the owner(s);
- (2) Name, address and telephone number of responsible **resident** agent; and
- (3) Address and number of units applied for under the certificate of compliance.

(B) The inspection fee for a certificate of compliance shall be established by resolution of the City Council. These fees may be changed from time to time by resolution of the City Council.

(C) All owner occupied **rentals** shall follow the same inspection fee. The owner's own unit shall not be inspected unless there is an indication that there is a safety or health problem located in the unit. The owner's unit will not be inspected without permission of the owner. All command areas should be inspected, including furnace, water heaters, etc. If an inspection of the owner's unit is necessary, no fee will be charged for owner's unit.

(D) If the date of the certificate of compliance falls within 90 days of the owner having received a certificate of occupancy, then the fee may be waived.

(Ord. 788, passed 11-29-00; Am. Ord. 796, passed 11-4-02; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § [10.99](#)

§ 150.239 POSTING OF CERTIFICATE OF COMPLIANCE.

The following information shall be posted in a conspicuous place either within each **rental** dwelling and **rental** unit or in a common area shared by all occupants of a **rental** dwelling and **rental** unit:

- (A) A copy of the current certificate of compliance; and
- (B) The name, address, and telephone number of the responsible **resident** agent.

(Ord. 788, passed 11-29-00; Am. Ord. 810, passed 3-5-07; Am. Ord. 851, passed 2-20-15) Penalty, see § [10.99](#)

§ 150.240 DISCLAIMER OF LIABILITY.

(A) A certificate of compliance is not a warranty or guarantee that there are no defects in the **rental** dwelling or unit and the city shall not be held responsible for defects not noted in the inspection report.

(B) This inspection of the land use, exterior posture and interior accessories of the structure is limited to visual inspection only. The city does not guarantee or approve by inference any latent, structural or mechanical defects thereto, or such other items that are not apparent by such visual inspection.

(C) The city shall not assume any liability to any person by reason of the inspections required by the subchapter or the code adopted herein or the issuance of a certificate of compliance or a certificate of occupancy.

(Ord. 788, passed 11-29-00; Am. Ord. 851, passed 2-20-15)

REQUEST FOR COUNCIL ACTION

To: Byron Nolen – Mayor

Date: November 15, 2017

From: Felicia Rutledge, City Clerk

Date for Council Consideration: November 20, 2017

ACTION REQUESTED: A second reading and approval for Notice of Dangerous Buildings Contents Board of Appeal; Service Section 150.141-150.145 for the City of Inkster to address current requirements for notice and compliance not in use when original stipulations were enacted.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # ☐ No ☐ N/A ☒

Mayor's Approval ☐

BACKGROUND INFORMATION

Items addressed in this ordinance were not in use during the time any previous regulations were enacted.

SCOPE OF SERVICES

To assist any enforcement division in the application of duties and to ensure enforcement authorization

JUSTIFICATION

To update or inform when a building has been deemed dangerous and necessary actions for notice and compliance.

PROJECT OR IMPROVEMENT TASKS

Provide enforcement divisions with the ability to address issues involving such usage.

COSTS

N/A

PROJECT TIME TABLE

RESOLUTION

To approve a second reading and approval of Dangerous Buildings Contents Board of Appeal; Service Section 150.141-150.145 for the City of Inkster to address current requirements for notice and compliance not in use when original stipulations were enacted.

Resolved by ☐

Seconded by ☐

Yes:

No:

Absent:

150.141 NOTICE OF DANGEROUS BUILDING; CONTENTS; BOARD OF APPEALS; SERVICE.

(A) Notwithstanding any other provision of this act, if a building or structure is found to be a dangerous building, the city shall issue a notice that the building or structure is a dangerous building.

(B) The notice shall be served on the owner, agent, or lessee that is registered with the city under the provisions of this section, as is hereinafter stated. If an owner, agent, or lessee is not registered pursuant to the provisions of this section, the notice shall be served on each owner or party in interest in the building or structure in whose name the property appears on the last local tax assessment records. Posting of notice upon structure in conjunction with service upon each owner or party in interest in the building, shall also constitute proper service.

(C) A registry of owners and premises shall be maintained by the city.

(D) The owners of dwelling houses, rooming houses or other units which will be offered to let, or to hire for more than 60 days of a calendar year, shall register their names and places of residence or usual places of business and the location of the premises regulated by this subchapter with the city. The owners shall register within 60 days following the day on which any part of the premises is offered for occupancy at the time this subchapter becomes effective shall register within 90 days after the effective date of this subchapter.

(E) (1) The notice shall be in writing and shall be served upon the person to whom the notice is directed either personally or by certified mail, return receipt requested, addressed to the owner or party in interest at the address shown on the tax records. If a notice is served on a person by certified mail a copy of the notice shall also be posted upon a conspicuous part of the building or structure. The notice shall be served upon the owner or party in interest at least ten days before the date of the hearing included in the notice.

(2) If the premises are managed or operated by an agent, the agent's name and place of business shall be placed with the name of the owner in the registry.

(F) The notice shall specify the time and place of a hearing on whether the building or structure is a dangerous building. The person to whom the notice is directed shall have the opportunity to show cause at the hearing why the Construction Board of Appeals, as established pursuant to and in compliance with the State Building Code, MCL 125.1501 et seq., as amended, should not order the building or structure to be demolished, otherwise made safe, or properly maintained.

(G) (1) The Construction Board of Appeals shall be appointed by the City Council, and shall serve at its pleasure. The Construction Board of Appeals shall consist of the following members:

- (a) A building contractor;
- (b) A registered architect or engineer;
- (c) Two members of the general public; and

(d) An individual registered as a building official, plan reviewer, or inspector under the Building Officials and Inspectors Registration Act, Act No. 54 of the Public Acts of 1986, being MCL 338.2301 to 338.2313. The individual may be an employee of the city.

(2) Construction Board of Appeals members shall be appointed for three years, except that of the members first appointed, two members shall serve for one year, two members shall serve for two years, and one member shall serve for three years. A vacancy created other than by expiration of a term shall be filled for the balance of the unexpired term in the same manner as the original appointment. A member may be reappointed for additional terms.

(3) The Construction Board of Appeals annually shall elect a chairperson, vice-chairperson, **recording secretary** and other officers that the Board considers necessary.

(4) A majority of the Construction Board of Appeals members appointed and serving constitutes a quorum. Final action of the Board of Appeals shall be only by affirmative vote of a majority of the board members appointed and serving.

(5) The City Council may fix the amount of any per diem compensation provided to the members of the Construction Board of Appeals. Expenses of the Construction Board of Appeals incurred in the performance of official duties may be reimbursed as provided by law for employees of the City of Inkster.

(6) A meeting of the Construction Board of Appeals shall be held pursuant to the Open Meetings Act, Act No. 267 of the Public Acts of 1976, being MCL 15.261 to 15.275. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976.

(7) A writing prepared, owned, used, in the possession of, or retained by the Construction Board of Appeals in the performance of an official function shall be made available to the public pursuant to the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being MCL 15.231 to 15.246.

('68 Code, § 6-902) (Ord. 624, passed 8-1-85; Am. Ord. 783, passed 12-6-99; Am. Ord. 833, passed 8-7-06; Am. Ord. 851, passed 2-20-15)

§ 150.142 HEARING; TESTIMONY; DETERMINATION TO CLOSE PROCEEDINGS OR ORDER BUILDING OR STRUCTURE DEMOLISHED, MADE SAFE, OR PROPERLY MAINTAINED; FAILURE TO APPEAR OR NONCOMPLIANCE WITH ORDER; HEARING; ENFORCEMENT; REIMBURSEMENT AND NOTICE OF COST; LIEN; REMEDIES.

(A) All hearings prescribed by § 150.141 shall comply with the State Building Code, MCL 125.1501 et seq., as amended, and the Construction Board of Appeals shall take testimony of the city, the owner of the property, and any interested party. Upon completion of the hearing, the Construction Board of Appeals shall render a decision either closing the proceedings or ordering the building or structure demolished, otherwise made safe, or properly maintained.

(B) If the Construction Board of Appeals determines that the building or structure should be demolished, otherwise made safe, or properly maintained, the Construction Board of Appeals shall so order, fixing a time in the order for the owner, agent, or lessee to comply with the order. If the building is a dangerous building under § 150.140, the order may require the owner or agent to maintain the exterior of the building and adjoining grounds owned by the owner of the building including, but not limited to, maintenance of lawns, trees, and shrubs.

- 1.) In the event the Board agrees to an owner's intent to rehabilitate a structure, the owner must secure a base building permit from the building department within 90 days of ruling.

(C) The cost of demolition includes, but is not limited to, fees paid to hearing officers, costs of title searches or commitments used to determine the parties in interest, recording fees for notices and liens filed with the county register of deeds, demolition and dumping charges, court reporter attendance fees, and costs of the collection of the charges authorized under this act. The cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure incurred by the city, village, or township to bring the property into conformance with this act shall be reimbursed to the city, village, or township by the owner or party in interest in whose name the property appears.

(D) The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified by the assessor of the amount of the cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure by first class mail at the address shown on the records. If the owner or party in interest fails to pay the cost within 30 days after mailing by the assessor of the notice of the amount of the cost, the city, village, or township shall have a lien for the cost incurred by the city, village, or township to bring the property into conformance with this act. The lien shall not take effect until notice of the lien has been filed or recorded as provided by law. A lien provided for in this division does not have priority over previously filed or recorded liens and encumbrances. The lien for the cost shall be collected and treated in the same manner as provided for property tax liens under the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157.

(E) In addition to other remedies under this section, the City of Inkster may bring an action against the owner of the building or structure for the full cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure. A city, village, or township shall have a lien on the property for the amount of a judgment obtained under this division. The lien provided for in this division shall not take effect until notice of the lien is filed or recorded as provided by law. The lien does not have priority over prior filed or recorded liens and encumbrances. A performance bond may be required and set by the board in either case of required demolition or rehabilitation.

('68 Code, § 6-903) (Ord. 624, passed 8-1-85; Am. Ord. 773, passed 5-18-98; Am. Ord. 783, passed 12-6-99; Am. Ord. 833, passed 8-7-06; Am. Ord. 851, passed 2-20-15)

§ 150.143 ENFORCEMENT OF JUDGMENT; LIEN FOR JUDGMENT AMOUNT; PRIORITY.

(A) A judgment in an action brought pursuant to § [150.142](#)(E) may be enforced against assets of the owner other than the building or structure.

(B) The city shall have a lien for the amount of a judgment obtained pursuant to § [150.142](#)(E) against the owner's interest in all real property located in this state that is owned in whole or in part by the owner of the building or structure against whom the judgment is obtained. A lien provided for in this section does not take effect until notice of the lien is filed or recorded as provided by law, and the lien does not have priority over prior filed or recorded liens and encumbrances.

('68 Code, § 6-904) (Ord. 624, passed 8-1-85; Am. Ord. 783, passed 12-6-99; Am. Ord. 833, passed 8-7-06; Am. Ord. 851, passed 2-20-15)

 § 150.144 FAILURE OR REFUSAL TO COMPLY WITH ORDER; MISDEMEANOR.

A person who fails or refuses to comply with an order approved by the Construction Board of Appeals under § [150.142](#) within the time prescribed by that section is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, or a fine of not more than \$500 or both.

('68 Code, § 6-905) (Ord. 624, passed 8-1-85; Am. Ord. 783, passed 12-6-99; Am. Ord. 833, passed 8-7-06; Am. Ord. 851, passed 2-20-15)

 § 150.145 APPEALS.

An owner aggrieved by a final decision or order of the Construction Board of Appeals may appeal the decision or order to the circuit court by filing a petition for an order of superintending control within 20 days from the date of the decision.

('68 Code, § 6-906) (Ord. 624, passed 8-1-85; Am. Ord. 783, passed 12-6-99; Am. Ord. 833, passed 8-7-06; Am. Ord. 851, passed 2-20-15)

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: November 15, 2017

From: Sharde Fleming
Special Projects, Director

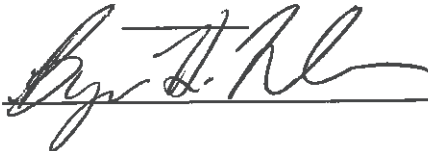
Date for Council Consideration: November 20, 2017

ACTION REQUESTED: Consider offer to purchase one (1) residential property: 4336 Williams St., located on the west side of Williams St. between Pine St. and Lehigh St, is legally described as 36B268 LOT 268 BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property ID # 44014020268000) in the total amount of \$1.00 to Maurice E. Upthegrove-Bey.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A

Mayor's Approval



BACKGROUND INFORMATION

Maurice E. Upthegrove-Bey has made an application to purchase on residential property:

- 1) 4336 Williams which is located on the west side of Williams St. between Pine St. and Lehigh St. is legally described as 36B268 LOT 268 BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property ID # 44 014 02 0268 000) in the amount of \$1.00.

A picture and associated maps are attached. The property is being purchased to renovate and preserve Malcolm X's legacy.

SCOPE OF SERVICES

Preparation and execution of purchase agreement with a rescission clause if the property is not renovated in a timely matter, quit claim deed, property transfer affidavit, and recording of the deed. It is highly recommended that the applicant complete a title search of the property.

JUSTIFICATION

4336 Williams St, built in 1950 at 768 sq. ft. is located in R-1B zoning district (One Family Residential). The intended use for this property is an authorized use. The applicant is offering to purchase the subject property for the total price of \$1.00. Per the applicant, repairs for the properties will include the following:

- Plumbing
- Electrical
- All new drywall
- Furnace
- Hot water tank
- Updated kitchen
- Updated bathroom
- New flooring
- Repair or replace roof, siding and gutters

Based on the amount of the repairs, condition of the property and recent land sales, the offering price is reasonable.

PROJECT OR IMPROVEMENT TASKS

1. Develop a plan to address the City's current debt and legacy costs
2. Improve and promote the image of Inkster

COSTS

The applicant has made an offer to purchase (1) residential property: 1) 4336 Williams St. (Property ID # 44014020268000) and is offering a total purchase price of \$1.00.

RESOLUTION

Authorization is hereby given for the sale of one (1) residential property 4336 Williams (Property ID # 44014020268000) in the total amount of \$1.00 to Maurice E. Upthegrove-Bey.

- Obtain a Certificate of Occupancy/Compliance prior to moving someone into the property.
- Complete closing on the properties within 30 days by paying the balance of the price of sale (\$1.00), paying the cost of recording the deed (\$18.00), entering into a purchase agreement, and executing property transfer affidavits.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Image capture: Aug 2011 © 2017 Google

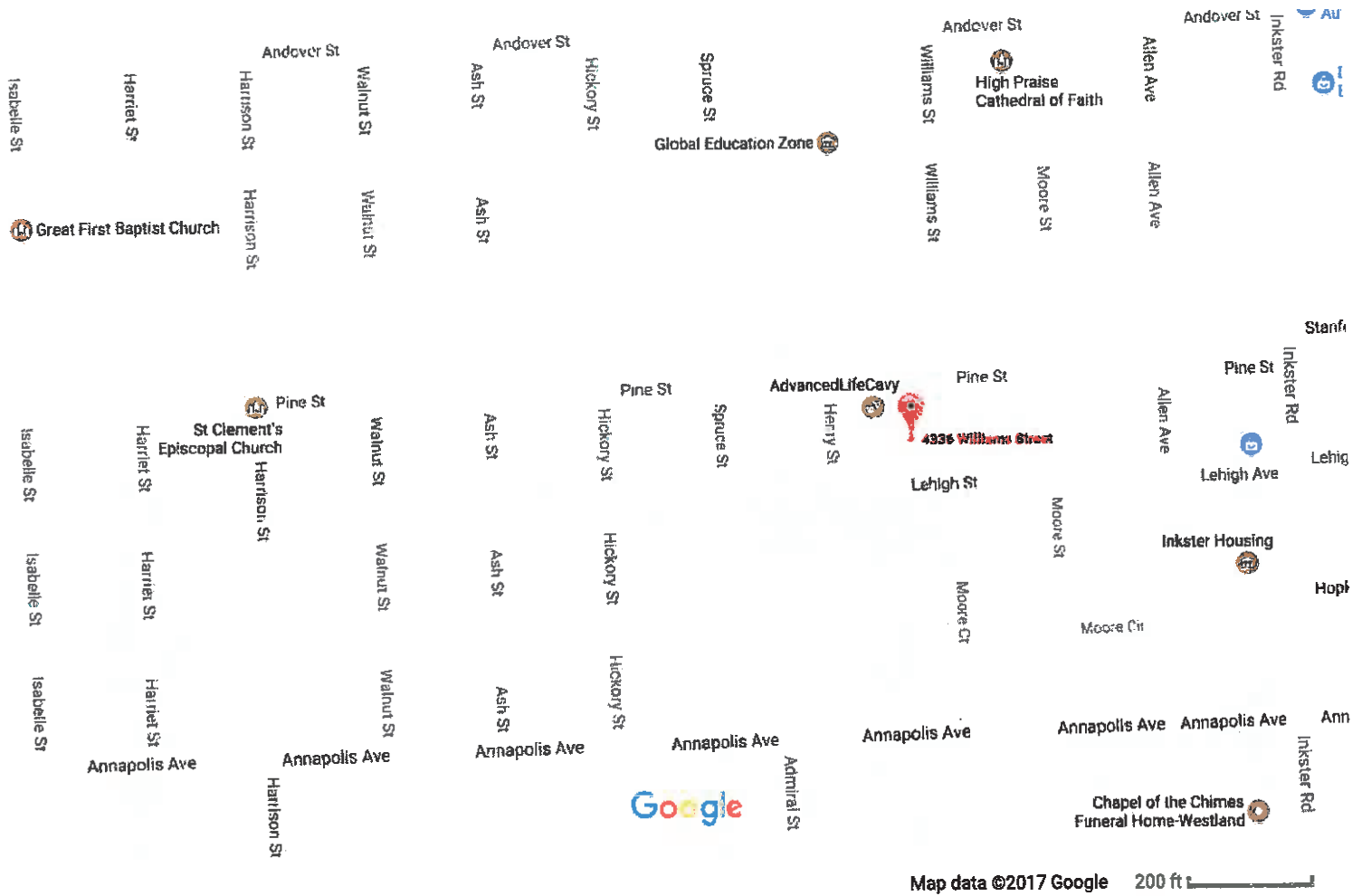
Inkster, Michigan



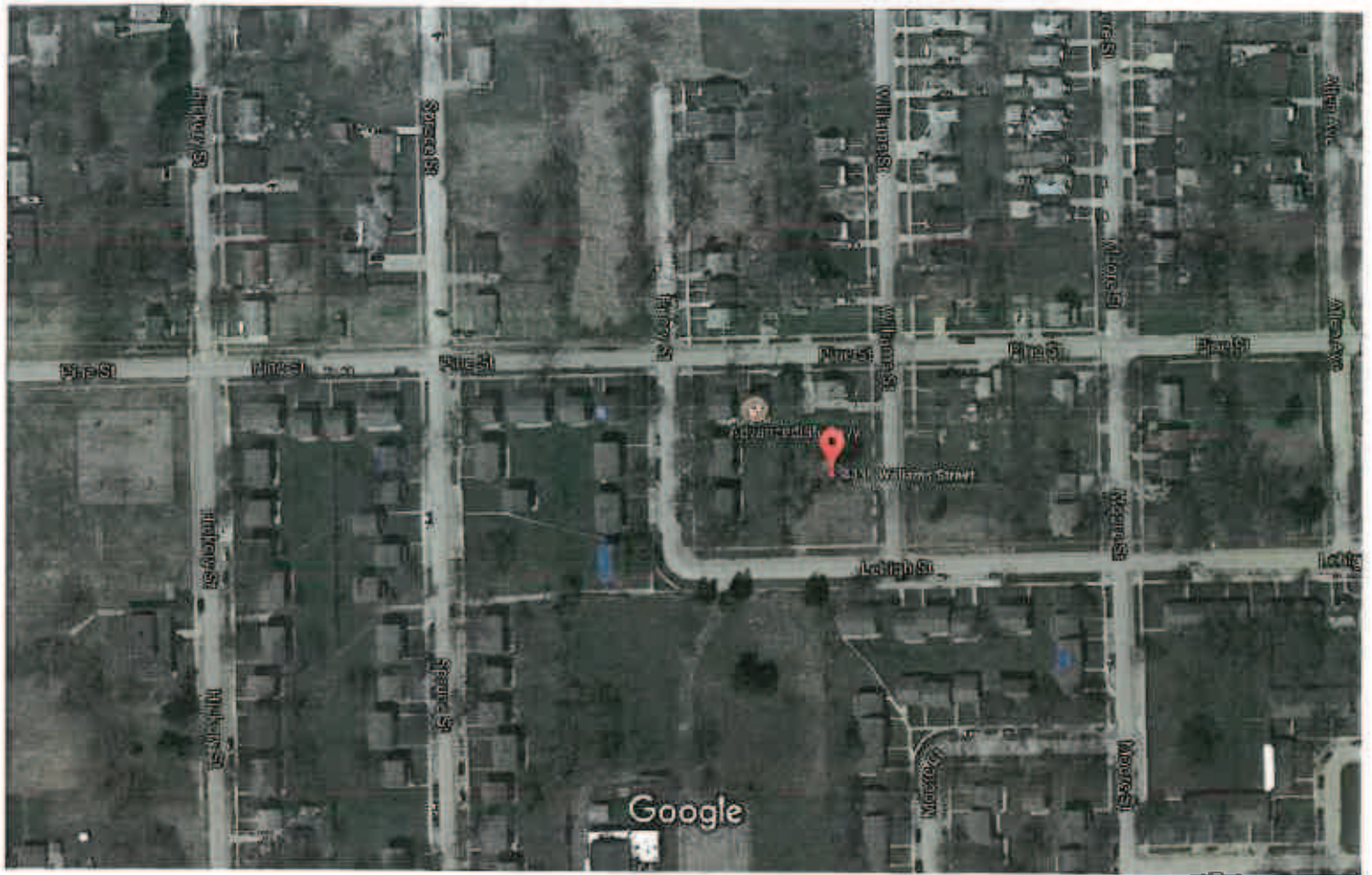
Street View - Aug 2011



Google Maps 4336 Williams St

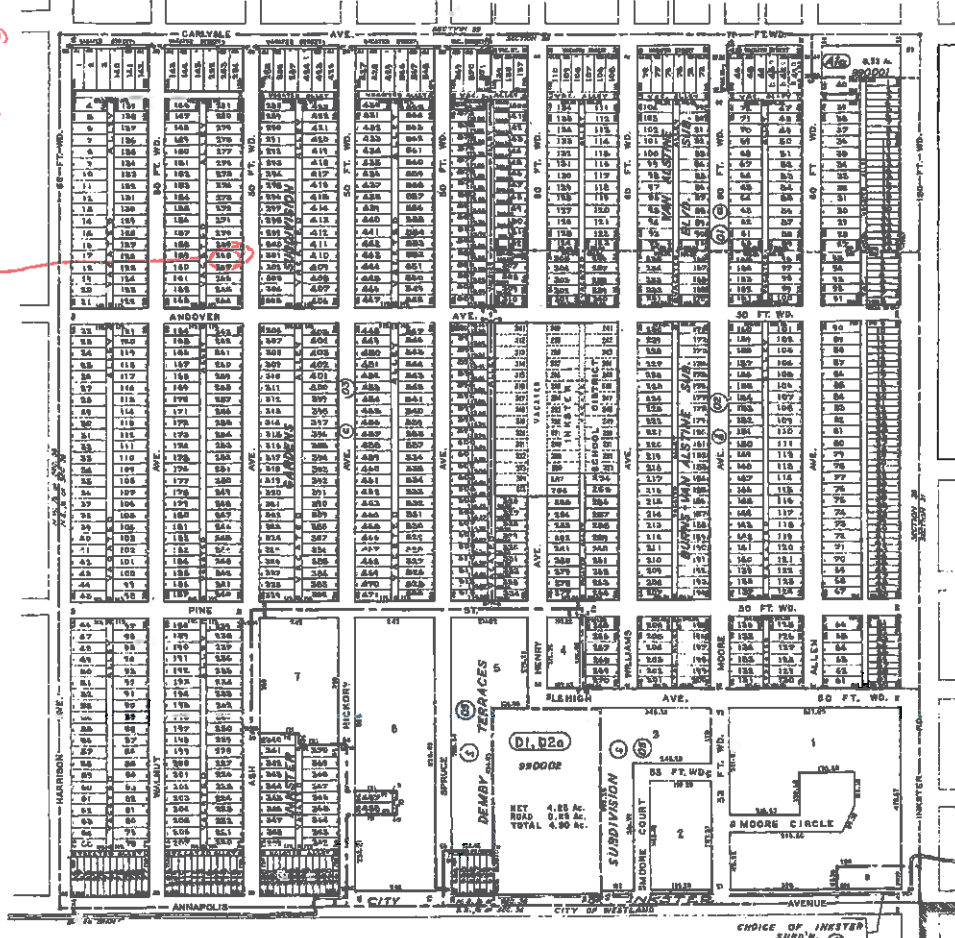


Google Maps 4336 Williams St



Imagery ©2017 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2017 Google 100 ft

4336 Williams



N.E. 1/4 SECTION 36
CITY OF INKSTER
T. 2 S. R. 9 E.
WAYNE COUNTY, MICHIGAN

SCALE 1 INCH = 200 FEET

DEPARTMENT OF MANAGEMENT and BUDGET
ASSESSMENT and EQUALIZATION DIVISION

© 2005 COUNTY OF WAYNE, STATE OF MICHIGAN

ALL RIGHTS RESERVED. NO PART OF THIS MAP MAY BE REPRODUCED OR TRANSMITTED
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IN WRITING FROM THE COUNTY CLERK, COUNTY OF WAYNE, STATE OF MICHIGAN
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Proposal for The Purchase of 4336 Williams Inkster, Michigan 48141



Prepared by: The Inkster: Save the Malcolm X House Coalition

October 1, 2017

Executive Summary

The nonprofit organization in Inkster, Project: We Hope, Dream And Believe proposes to renovate and preserve the existing residence at 4336 Williams in Inkster, Michigan as a historical landmark, given its significance as the former residence of Malcolm X (El Hajj Malik El-Shabazz). Upon successful completion of the necessary renovations, the facility will operate as a museum offering educational programming for individual and group visitors. The proposed budget for the renovation (labor & supplies) and operating costs is \$135,000, which will be secured through a combination of in-kind contributions, individual donations, and grant funding. Given the proposed timeline which includes site acquisition, renovation and start up activities, the site is slated to be open to the public by April 2020.

House Specifications

The house is located at 4336 Williams Inkster, MI 48141, between Lehigh Ave and Pine Street and Inkster Road and Carlisle Street. It is listed as approx. 1000 square feet 3 bed, 1 bath. The lot is approx. 3,615 square feet. It was built in 1950. The house is in need of major repair; water damage, mold, roof damage etc., yet reconstruction is far from impossible. Karla Ann Bailey was the last person to live in this house in the early 90's. Efforts were made to clean debris and board up the home in 2013 by Project We Hope Dream And Believe to prevent the demolition of this landmark, and to purchase the home.

Inkster History

Inkster is one of the few metro Detroit suburbs whose population is majority African American. The area was originally inhabited by Native Americans. It was settled by non-indigenous people in 1825. In 1863, the post office here was named after Robert Inkster, the owner of a saw mill at the main intersection. Inkster incorporated as a village in 1926 and as a city in 1964. Beginning from the 1920s, Henry Ford implemented policies that segregated African American factory workers into homes in Inkster. African Americans were not allowed to live in Dearborn and other suburbs.

The Significance of This House and Inkster to Malcolm X and to History

Malcolm X was an icon of the civil rights movement in the 1960's, and is internationally revered today as a great leader, speaker, and martyr for justice. He is on a U.S. postage stamp that was issued in 1999.

Inkster and this house are vital to the story of Malcolm X. This was the first place Malcolm lived upon his release from prison, so this was his home during a very important and formative time in his life. This is where he lived when he first became a minister, at Temple Number One in Detroit. It was in this home that he wrote his first sermons and launched his ministerial service.

Another important consideration is that Malcolm lived in this home with his brother Wilfred, the person who led Malcolm's conversion to Islam, and his conversion from a life of crime to a life of service. An equally profound point is the fact that Malcolm's path to a life of devotion began with Wilfred's own conversion, right here in Inkster, at the Cut Rate Department Store. It was here that Wilfred, while living at 4336 Williams, met the Muslim coworker who

introduced him to Islam. Malcolm himself worked at Cut Rate after his release from prison. So it can easily and rightfully be said that without Inkster, there is no Malcolm X.

Further, Malcolm X mentioned Inkster in the very last speech he gave outside of New York, on the same day that his New York home was firebombed in an assassination attempt earlier that day. Malcolm was assassinated just one week later. The conclusion is that Inkster was important to Malcolm from beginning to the end. It was clearly one of the first things on his mind at the beginning of his life as a minister, and one of the last things on his mind at the end of his great life of service. Saving this house will help to enhance the historic value of the area, enrich cultural heritage, and invite tourists. It is our vision that this historic site will serve as a symbol of pride and a beacon of hope for all future generations.

Proposal Strategy

- Register the property with the National Register of Historic Places (Michigan). According to The National Register of Historic places, the following steps must be taken:
 1. A preliminary evaluation of the property's eligibility for the National Register by SHPO staff.
 2. Preparation of National Register nomination materials by the applicant, or a consultant hired by the applicant.
 3. Approval of the nomination materials by SHPO staff.
 4. Presentation of the property to the State Historic Preservation Review Board for its approval.
 5. Submission of the nomination materials to the National Register by the SHPO.
 6. Listing of the property in the National Register of Historic Places.
- Secure funding from a variety of sources such as grants, community donations, business donations, and local community organizations. In addition to these sources fundraisers will be used to generate funding. (Detailed information follows under the Potential Funders and Partners heading).
- Restore the house according to NRHP standards and guidelines.
 1. According to National Historic Landmarks Program, the materials used in the restoration process must have a high degree of integrity. For this reason most of the materials used and all planning for restoration will be made as to convey the property's historical attributes.
 2. Making sure the house meets city codes by keeping in close contact with city and private inspectors throughout the restoration process.

Comparable Historic Landmarks

Name of Site	Location (City, State)	Total Square Footage/Acre age	Operating Budget	Total Annual Visitors
MLK Birth Home	Atlanta, Georgia	7518 Sq Ft	\$3,800,000	700,000
Dr. Benajah Ticknor Home	Ann Arbor, Michigan	Approx. 7 acres	\$140,000	400,000

Operating Structure

4336 Williams St, Inkster, MI 48141 will and shall be used as a historical site for Malcolm X (Malcolm Little). The Home will and shall operate the same as 4705 S Martin Luther King JR Blvd Lansing, MI 48910. The community will benefit by knowing that one of the greatest Civil Rights leaders lived and stayed in the same community in which they live. Not only did Malcolm live in Inkster, this house and his family who lived here brought about the start and the making of the greatest leader in the Civil Rights Movement.

The goal in restoring the home is to re-awaken a sense of pride in our history among the residents of Inkster, and raise the level of awareness among residents of their rich culture. In addition the museum will provide a much needed tourist attraction to the city as well as tax dollars. We want to involve residents in the process of restoring and operating the property. We plan to involve the media and invite them to the home along with city officials to display the home before and after, as well as provide articles to newspapers, and record video footage (minimum 60-minutes). Local and surrounding schools, as well as other entities, will be able to book tours to the museum. We project having approximately 5000 visitors the first year.

The home will operate as a museum five (5) to six (6) months out of the year (April to August or September), with residents volunteering and/or working part time as seasonal guides. Hours of operation will be provided. Our vision is to have a garden in the yard tended to by a willing senior and volunteers. A tour guide will guide visitors around the property and answer questions. Memorabilia will be for sale. Tours will be given to groups of 15 or less at a time. Pamphlets on the history of Inkster, the home, and the works of Malcolm X in the Civil Rights Movement will be available.

Operating Costs
ANNUAL BUDGET

Expense	Details	Amount
Lawn work - snow removal (seasonal)	Maintenance of Property	\$1,200.00
Utilities (monthly)	Will check with DTE Energy	
Volunteers (seasonal)	Seniors for gardening, visitor help	\$1,500.00
Maintenance	General maintenance	\$1,000.00
Restoration (1 time)	Gutting, water removal, mold removal, wall rebuilding, windows, doors, siding, gutters, roof work, plumbing, electrical, porch, (driveway), inspections	\$100,000.00
Misc.	Light bulbs, cleaning supplies, etc.	\$1,500.00
Furnishings/artifacts/memorabilia (1 time)	Historically correct furnishings, books, magazines, pictures and art.	\$30,000
Taxes	Property taxes	To be determined by the state of Michigan
Total Operating Budget		\$5,200.00

Timeline and Next Steps

As soon as the house is acquired from the City of Inkster, we plan to move immediately with volunteers and local associations to fortify the property located at 4336 Williams Street, and clear any debris and blight. We will then immediately begin our securing of funds and the restoration process as follows:

- Immediately board up, fortify, and remove blight with volunteers from Project We Hope Dream and Believe
- Register with Michigan National Register of Historic Places: November 2017
- Inspection of Property: November 2017
- Fundraiser #1: December 2017
- Fund Raiser #2: March 2018
- Acquire Permits: February 2018
- Fund Raiser #3: Tentative
- Begin restoration: May 2018
 1. Doors (donations dependent on acquisition of the home)
 2. Windows (donations dependent on acquisition of the home)
 3. Siding, gutters (Siding World)
- Property Restoration Completion Date: September- November 2019
 1. Roof
 2. Gutting
 3. Walls/Flooring (Beys Construction)
 4. Plumbing (Liberty Plumbing Supply)
 5. Electrical/Gas
 6. Furnishings/Memorabilia
- Final Inspection: November/December 2019
- Open to public: April 2020

Potential Funders & Partners

- Secure funding from agencies including, but not limited to:
 1. The Kresge Foundation: Grants are open on an ongoing basis. Plan to request an amount of \$75,000
 2. Community Foundation of SE Michigan: February 15, May 15, August 15, November 15 deadlines. Plan to request an amount of \$25,000
 3. Community Development Block Grant - ??
- Private Donors/Fundraiser
 1. Two (2-3) fundraising events - Plan to raise \$7000+

2. Wayne State University

• Local Businesses

1. Stardust Lounge
2. Safari Skating Rink
3. Fisherman's Net
4. Japaree
5. Big 4 Taxi
6. Buck's Barber Shop

Community Organizations

1. Top Ladies of Distinction
2. New Step Community Development
3. Inkster Fire Dept.
4. Inkster Police Dept.
5. Community Churches - Bake Sales, Dinners
6. Seed 2 Feed

Potential Partners:

1. Bey's Construction - Construction work
2. Each One, Reach One - Fund raising
3. Robert Turley - History and furnishing consultant, Authoring literature and plaques
4. Pam Spears-Bradford - Memorabilia and art
5. Gerald D. Givens - Fund raising consultant
6. Inkster residents - Volunteers, promotion

Maurice E. Upthegrove-Bey
Maurice G. Upthegrove-Bey
313.523.8050

11-6-17

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: November 15, 2017

From: Sharde Fleming
Director of Special Projects

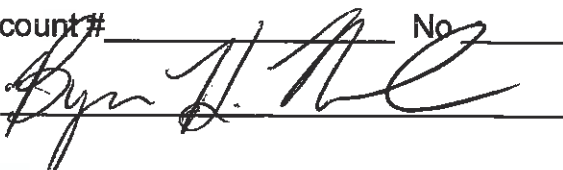
Date for Council Consideration: November 20, 2017

ACTION REQUESTED: Consider authorization to purchase 260 residential vacant parcels (see attachment for list) from the Wayne County Land Bank for a total purchase price of \$15,000.00.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A X

Mayor's Approval



BACKGROUND INFORMATION

The City of Inkster has interest in purchasing 260 vacant residential parcels from the Wayne County Land Bank to support community development efforts. The City has developed, implemented and is in the current process of rigorous stabilization with developers to rehabilitate and properties. The City proposes to implement a similar plan with the vacant parcels acquired from the Wayne County Land Bank. Due to the clustering of many of the vacant parcels, the City proposes but is not limited to the following: bundle parcels with houses of interested homeowners; market parcels to developers for new construction and; include neighboring parcels of downtown infrastructure in development plans.

SCOPE OF SERVICES

Preparation and execution of purchase agreement, quit claim deeds, property transfer affidavits, and recording of the deeds.

JUSTIFICATION

The City of Inkster Department of Public Service currently maintains many of the vacant parcels within the City regardless of ownership. By the City possessing ownership of the vacant parcels, the land can be better marketed to residents and developers as well become complementary to the Neighborhood Stabilization Program. The residential vacant parcels are located throughout the entire City of Inkster (see attached map).

PROJECT OR IMPROVEMENT TASK

Improve and promote the image of Inkster.

COST

The City is offering a total purchase price of \$15,000.00 to purchase 260 parcels.

RESOLUTION

Authorization is hereby given for the purchase 260 residential vacant parcels (see attachment for list) from the Wayne County Land Bank for a total purchase price of \$15,000.00.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Inkster WCLB Inventory						
Parcel Number	Property Class	Property Status	Inventory Type	Address1	City	Postal Code
44002010340000	Residential Vacant Land	New	Land Bank	29488 HAZELWOOD	INKSTER	48141
44002010381000	Residential Vacant Land	New	Land Bank	0 GLENWOOD	INKSTER	48141
44002010609000	Residential Vacant Land	New	Land Bank	29635 BIRCHWOOD	INKSTER	48141
44002020684000	Residential Vacant Land	New	Land Bank	0 HAZELWOOD	INKSTER	48141
44002020688000	Residential Vacant Land	New	Land Bank	0 HAZELWOOD	INKSTER	48141
44002020713000	Residential Vacant Land	New	Land Bank	0 HAZELWOOD	INKSTER	48141
44002020753000	Residential Vacant Land	New	Land Bank	0 GLENWOOD	INKSTER	48141
44002020864300	Residential Vacant Land	New	Land Bank	0 AVONALE	INKSTER	48141
44003020214000	Residential Vacant Land	New	Land Bank	0 ARCOLA	INKSTER	48141
44003020217000	Residential Vacant Land	New	Land Bank	0 ARCOLA	INKSTER	48141
44003030039000	Residential Vacant Land	New	Land Bank	0 TROMLEY	INKSTER	48141
44003030040000	Residential Vacant Land	New	Land Bank	0 TROMLEY	INKSTER	48141
44005010004000	Residential Vacant Land	New	Land Bank	0 AVONDALE	INKSTER	48141
44005010074000	Residential Vacant Land	New	Land Bank	29043 OAKWOOD	INKSTER	48141
44005010076000	Residential Vacant Land	New	Land Bank	0 OAKWOOD	INKSTER	48141
44005010122001	Residential Vacant Land	New	Land Bank	0 GLENWOOD	INKSTER	48141
44005010161000	Residential Vacant Land	New	Land Bank	0 HAZELWOOD	INKSTER	48141
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44005010179000	Residential Vacant Land	New	Land Bank	0 HAZELWOOD	INKSTER	48141
44005020056304	Residential Vacant Land	New	Land Bank	0 OAKWOOD	INKSTER	48141
44005030440001	Residential Vacant Land	New	Land Bank	0 SPRINGHILL	INKSTER	48141
44005030531000	Residential Vacant Land	New	Land Bank	2129 ISABELLE	INKSTER	48141
44005030534303	Residential Vacant Land	New	Land Bank	0 ISABELLE	INKSTER	48141
44005030536002	Residential Vacant Land	New	Land Bank	0 ISABELLE	INKSTER	48141
44005030552000	Residential Vacant Land	New	Land Bank	0 ISABELLE	INKSTER	48141
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44009030055000	Residential Vacant Land	New	Land Bank	3358 LUDINGTON	INKSTER	48141
44009030186000	Residential Vacant Land	New	Land Bank	4329 YORKVILLE CT	INKSTER	48141-2822
44009030200000	Residential Vacant Land	New	Land Bank	0 YORKVILLE	INKSTER	48141
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44010010055000	Residential Vacant Land	New	Land Bank	0 CHERRY	INKSTER 48141
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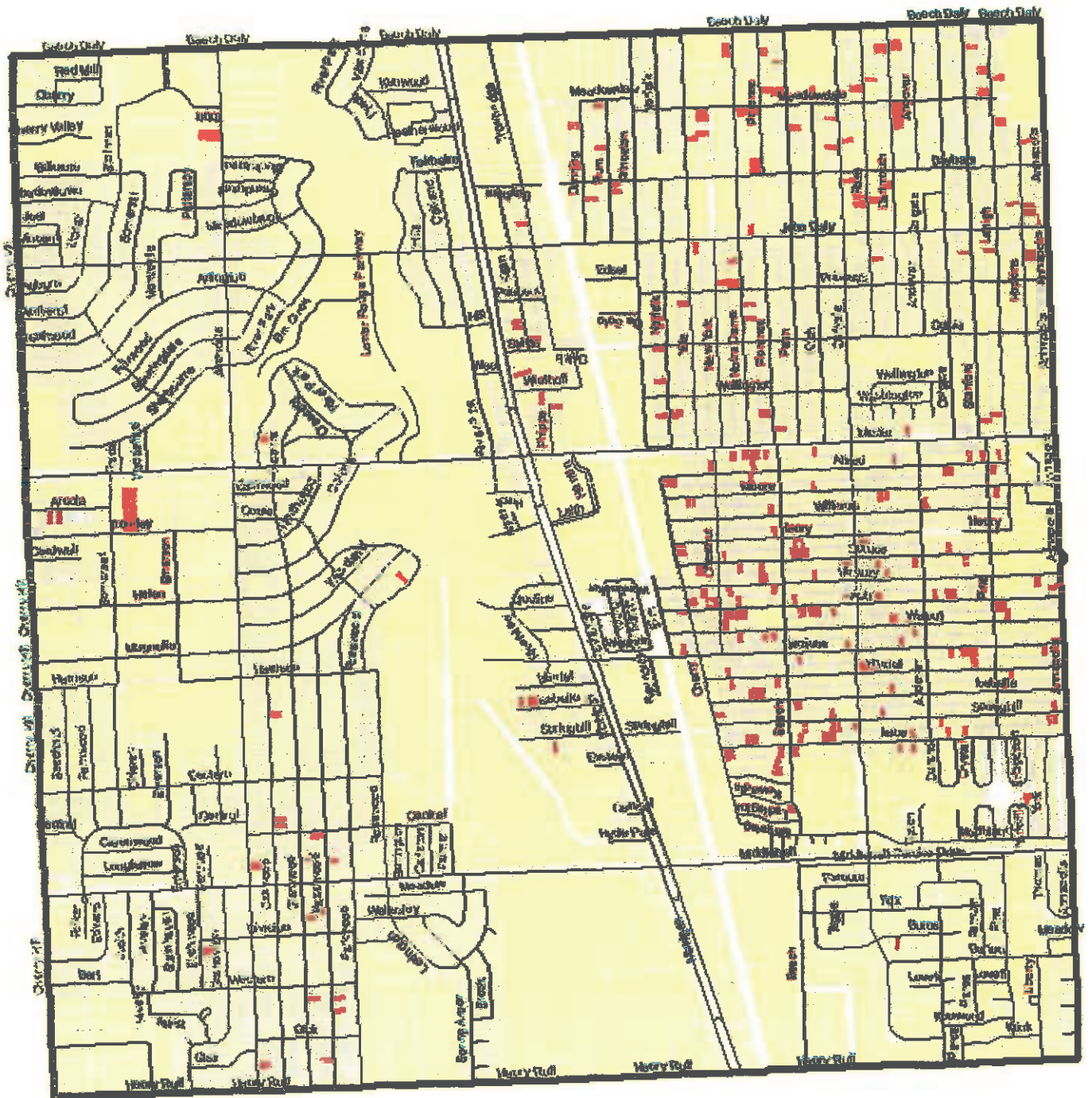
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44010060291000	Residential Vacant Land	New	Land Bank	0 MOORE	INKSTER	48141
44010060328000	Residential Vacant Land	New	Land Bank	0 WILLIAMS	INKSTER	48141
44010060488000	Residential Vacant Land	New	Land Bank	0 HENRY	INKSTER	48141
44010060490000	Residential Vacant Land	New	Land Bank	0 HENRY	INKSTER	48141
44010060540002	Residential Vacant Land	New	Land Bank	0 SPRUCE	INKSTER	48141
44010060578000	Residential Vacant Land	New	Land Bank	0 CHERRY	INKSTER	48141
44010060581000	Residential Vacant Land	New	Land Bank	0 CHERRY	INKSTER	48141
44010060607000	Residential Vacant Land	New	Land Bank	0 SPRUCE	INKSTER	48141
44010060650000	Residential Vacant Land	New	Land Bank	0 HICKORY	INKSTER	48141
44010060664000	Residential Vacant Land	New	Land Bank	0 ASH	INKSTER	48141
44010060691000	Residential Vacant Land	New	Land Bank	0 ASH	INKSTER	48141
44010060692000	Residential Vacant Land	New	Land Bank	0 ASH	INKSTER	48141
44010060693000	Residential Vacant Land	New	Land Bank	0 ASH	INKSTER	48141
44010060695000	Residential Vacant Land	New	Land Bank	0 ASH	INKSTER	48141
44010060696000	Residential Vacant Land	New	Land Bank	0 ASH	INKSTER	48141
44010060698000	Residential Vacant Land	New	Land Bank	3262 ASH	INKSTER	48141
44010060712000	Residential Vacant Land	New	Land Bank	0 WALNUT	INKSTER	48141
44010060737000	Residential Vacant Land	New	Land Bank	0 WALNUT	INKSTER	48141
44013040285304	Residential Vacant Land	New	Land Bank	0 BURNS	INKSTER	48141
44014010030000	Residential Vacant Land	New	Land Bank	0 ALLEN	INKSTER	48141
44014010082000	Residential Vacant Land	New	Land Bank	0 MOORE	INKSTER	48141
44014010083000	Residential Vacant Land	New	Land Bank	0 MOORE	INKSTER	48141
44014010085000	Residential Vacant Land	New	Land Bank	0 MOORE	INKSTER	48141
44014010138000	Residential Vacant Land	New	Land Bank	0 CARLYSLE	INKSTER	48141
44014020063301	Residential Vacant Land	New	Land Bank	0 ALLEN	INKSTER	48141
44014020067000	Residential Vacant Land	New	Land Bank	0 ALLEN	INKSTER	48141
44014020072000	Residential Vacant Land	New	Land Bank	0 ALLEN	INKSTER	48141
44014020110000	Residential Vacant Land	New	Land Bank	0 ALLEN	INKSTER	48141

44014020112000	Residential Vacant Land	New	Land Bank	0 ALLEN	INKSTER 48141
44014020126000	Residential Vacant Land	New	Land Bank	0 ALLEN	INKSTER 48141
44014020197000	Residential Vacant Land	New	Land Bank	4320 MOORE	INKSTER 48141
44014020229301	Residential Vacant Land	New	Land Bank	0 WILLIAMS	INKSTER 48141
44014030013000	Residential Vacant Land	New	Land Bank	0 HARRISON	INKSTER 48141
44014030066300	Residential Vacant Land	New	Land Bank	0 ANNAPOLIS	INKSTER 48141
44014030125000	Residential Vacant Land	New	Land Bank	0 WALNUT	INKSTER 48141
44014030152000	Residential Vacant Land	New	Land Bank	0 WALNUT	INKSTER 48141
44014030158000	Residential Vacant Land	New	Land Bank	0 WALNUT	INKSTER 48141
44014030160000	Residential Vacant Land	New	Land Bank	0 WALNUT	INKSTER 48141
44014030192300	Residential Vacant Land	New	Land Bank	0 WALNUT	INKSTER 48141
44014030236301	Residential Vacant Land	New	Land Bank	0 ASH	INKSTER 48141
44014030289000	Residential Vacant Land	New	Land Bank	0 ASH	INKSTER 48141
44014030290000	Residential Vacant Land	New	Land Bank	0 ASH	INKSTER 48141
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44014030314301	Residential Vacant Land	New	Land Bank	0 ASH	INKSTER 48141
44014030354000	Residential Vacant Land	New	Land Bank	0 ANNAPOLIS	INKSTER 48141
44014030365000	Residential Vacant Land	New	Land Bank	0 HICKORY	INKSTER 48141
44014030385000	Residential Vacant Land	New	Land Bank	0 HICKORY	INKSTER 48141
44014030435000	Residential Vacant Land	New	Land Bank	0 HICKORY	INKSTER 48141
44014030532000	Residential Vacant Land	New	Land Bank	4126 SPRUCE	INKSTER 48141
44014030549000	Residential Vacant Land	New	Land Bank	0 SPRUCE	INKSTER 48141
44014030563000	Residential Vacant Land	New	Land Bank	3750 SPRUCE	INKSTER 48141
44014030599000	Residential Vacant Land	New	Land Bank	0 SPRUCE	INKSTER 48141
44014030638000	Residential Vacant Land	New	Land Bank	0 ANNAPOLIS	INKSTER 48141
440169900031001	Residential Vacant Land	New	Land Bank	0 AVONDALE	INKSTER 48141
44018010600000	Residential Vacant Land	New	Land Bank	1148 RIVER PARK	INKSTER 48141
44020020056000	Residential Vacant Land	New	Land Bank	0 TROWBRIDGE	INKSTER 48141
44020020142000	Residential Vacant Land	New	Land Bank	26450 TROWBRIDGE	INKSTER 48141
44020020229300	Residential Vacant Land	New	Land Bank	0 DUNNING	INKSTER 48141
44020020240000	Residential Vacant Land	New	Land Bank	0 DUNNING	INKSTER 48141
44020020274000	Residential Vacant Land	New	Land Bank	0 DUNNING	INKSTER 48141
44020020310000	Residential Vacant Land	New	Land Bank	0 PLUM	INKSTER 48141
44020020322000	Residential Vacant Land	New	Land Bank	0 PLUM	INKSTER 48141
44020020346000	Residential Vacant Land	New	Land Bank	26305 PLUM	INKSTER 48141
44020020348000	Residential Vacant Land	New	Land Bank	0 PLUM	INKSTER 48141
44021010119000	Residential Vacant Land	New	Land Bank	27239 PHIPPS	INKSTER 48141

44021020003001	Residential Vacant Land	New	Land Bank	0 WIETHOFF	INKSTER 48141
44021020027000	Residential Vacant Land	New	Land Bank	0 MICHIGAN AVENUE	INKSTER 48141
44021040032000	Residential Vacant Land	New	Land Bank	0 KEAN	INKSTER 48141
44021040034000	Residential Vacant Land	New	Land Bank	0 KEAN	INKSTER 48141
44021040039000	Residential Vacant Land	New	Land Bank	0 KEAN	INKSTER 48141
44022010342000	Residential Vacant Land	New	Land Bank	0 FLORENCE	INKSTER 48141
44022010347000	Residential Vacant Land	New	Land Bank	0 FLORENCE	INKSTER 48141
44022010402000	Residential Vacant Land	New	Land Bank	26837 NOTRE DAME	INKSTER 48141
44022010406000	Residential Vacant Land	New	Land Bank	0 NOTRE DAME	INKSTER 48141
44022010471000	Residential Vacant Land	New	Land Bank	26748 NOTRE DAME	INKSTER 48141
44022010478000	Residential Vacant Land	New	Land Bank	26650 NOTRE DAME	INKSTER 48141
44022010489000	Residential Vacant Land	New	Land Bank	0 NEW YORK	INKSTER 48141
44022010652000	Residential Vacant Land	New	Land Bank	0 YALE	INKSTER 48141
44022010667000	Residential Vacant Land	New	Land Bank	0 NORFOLK	INKSTER 48141
44022010704000	Residential Vacant Land	New	Land Bank	0 NORFOLK	INKSTER 48141
44022010705000	Residential Vacant Land	New	Land Bank	0 NORFOLK	INKSTER 48141
44022010716000	Residential Vacant Land	New	Land Bank	0 NORFOLK	INKSTER 48141
44022010724000	Residential Vacant Land	New	Land Bank	0 NORFOLK	INKSTER 48141
44022010732002	Residential Vacant Land	New	Land Bank	0 NORFOLK	INKSTER 48141
44022010738000	Residential Vacant Land	New	Land Bank	0 NORFOLK	INKSTER 48141
44022010740000	Residential Vacant Land	New	Land Bank	0 NORFOLK	INKSTER 48141
44022010816000	Residential Vacant Land	New	Land Bank	0 JOHN DALY	INKSTER 48141
44022010851001	Residential Vacant Land	New	Land Bank	0 JOHN DALY	INKSTER 48141
44023010253305	Residential Vacant Land	New	Land Bank	0 CARLYSLE	INKSTER 48141
44023010256003	Residential Vacant Land	New	Land Bank	0 CARLYSLE	INKSTER 48141
44023010266001	Residential Vacant Land	New	Land Bank	0 ROSS	INKSTER 48141
44023010267001	Residential Vacant Land	New	Land Bank	0 ROSS	INKSTER 48141
44023010281001	Residential Vacant Land	New	Land Bank	0 ROSS	INKSTER 48141
44023010290001	Residential Vacant Land	New	Land Bank	0 DARTMOUTH	INKSTER 48141
44023020150302	Residential Vacant Land	New	Land Bank	0 YALE	INKSTER 48141
44023020159307	Residential Vacant Land	New	Land Bank	0 NEW YORK	INKSTER 48141
44023020165000	Residential Vacant Land	New	Land Bank	0 NEW YORK	INKSTER 48141
44023020202000	Residential Vacant Land	New	Land Bank	0 NOTRE DAME	INKSTER 48141
44023020251301	Residential Vacant Land	New	Land Bank	0 PENN	INKSTER 48141
44023020297301	Residential Vacant Land	New	Land Bank	0 CARLYSLE	INKSTER 48141
44023020307002	Residential Vacant Land	New	Land Bank	0 CARLYSLE	INKSTER 48141
44023030171305	Residential Vacant Land	New	Land Bank	0 PENN	INKSTER 48141

44023030175311	Residential Vacant Land	New	Land Bank	0 PENN	INKSTER	48141
44023030176003	Residential Vacant Land	New	Land Bank	25855 FLORENCE	INKSTER	48141
44023030203002	Residential Vacant Land	New	Land Bank	0 CARLYSLE	INKSTER	48141
44023050010000	Residential Vacant Land	New	Land Bank	0 BAYHAN	INKSTER	48141
44023050011000	Residential Vacant Land	New	Land Bank	3359 BAYHAN	INKSTER	48141
44024010120000	Residential Vacant Land	New	Land Bank	0 ANDOVER	INKSTER	48141
44024010130300	Residential Vacant Land	New	Land Bank	0 DARTMOUTH	INKSTER	48141
44024010161000	Residential Vacant Land	New	Land Bank	0 DARTMOUTH	INKSTER	48141
44024010167302	Residential Vacant Land	New	Land Bank	0 DARTMOUTH	INKSTER	48141
44024010168301	Residential Vacant Land	New	Land Bank	0 DARTMOUTH	INKSTER	48141
44024010218000	Residential Vacant Land	New	Land Bank	0 ROSS	INKSTER	48141
44024010254000	Residential Vacant Land	New	Land Bank	26040 ROSS	INKSTER	48141
44024020352000	Residential Vacant Land	New	Land Bank	0 STANFORD	INKSTER	48141
44024020384000	Residential Vacant Land	New	Land Bank	26094 LEHIGH	INKSTER	48141
44024020391000	Residential Vacant Land	New	Land Bank	0 LEHIGH	INKSTER	48141
44024020392000	Residential Vacant Land	New	Land Bank	0 LEHIGH	INKSTER	48141
44024020416000	Residential Vacant Land	New	Land Bank	26065 LEHIGH	INKSTER	48141
44024020427002	Residential Vacant Land	New	Land Bank	0 LEHIGH	INKSTER	48141
44024020429000	Residential Vacant Land	New	Land Bank	0 LEHIGH	INKSTER	48141
44024030262000	Residential Vacant Land	New	Land Bank	26235 HOPKINS	INKSTER	48141
44025010121000	Residential Vacant Land	New	Land Bank	26659 ROSS	INKSTER	48141
44025021483000	Residential Vacant Land	New	Land Bank	0 ANNAPOLIS	INKSTER	48141
44025021632000	Residential Vacant Land	New	Land Bank	0 COLGATE	INKSTER	48141
44025021710301	Residential Vacant Land	New	Land Bank	0 STANFORD	INKSTER	48141
44025021764000	Residential Vacant Land	New	Land Bank	0 STANFORD	INKSTER	48141
44025021767000	Residential Vacant Land	New	Land Bank	0 LEHIGH	INKSTER	48141
44025021814000	Residential Vacant Land	New	Land Bank	0 LEHIGH	INKSTER	48141
44025021924000	Residential Vacant Land	New	Land Bank	0 HOPKINS	INKSTER	48141
44025021925000	Residential Vacant Land	New	Land Bank	0 HOPKINS	INKSTER	48141
44025021926000	Residential Vacant Land	New	Land Bank	0 HOPKINS	INKSTER	48141
44025022000002	Residential Vacant Land	New	Land Bank	0 JOHN DALY	INKSTER	48141
44025022117002	Residential Vacant Land	New	Land Bank	0 HOPKINS	INKSTER	48141
44025022121000	Residential Vacant Land	New	Land Bank	0 HOPKINS	INKSTER	48141
44025022123000	Residential Vacant Land	New	Land Bank	0 HOPKINS	INKSTER	48141
44025030001002	Residential Vacant Land	New	Land Bank	0 INKSTER RD	INKSTER	48141
44010060445000	Residential Vacant Land	New	Land Bank	0 WILLIAMS	INKSTER	48141
44010060554000	Residential Vacant Land	New	Land Bank	0 SPRUCE	INKSTER	48141

44010060555001	Residential Vacant Land	New	Land Bank	0 SPRUCE	INKSTER	48141
44014030027302	Residential Vacant Land	New	Land Bank	0 HARRISON	INKSTER	48141
44014030029301	Residential Vacant Land	New	Land Bank	0 HARRISON	INKSTER	48141
44023030171003	Residential Vacant Land	New	Land Bank	0 FLORENCE	INKSTER	48141
44023040146308	Residential Vacant Land	New	Land Bank	0 JOHN DALY	INKSTER	48141



Inksler WCLB Inventory

Wayne County Land Bank (258)



Source: Wayne County Land Bank, 2017
Cartography: Carrie Beth Lasley, PhD, 2017

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is entered into and executed on or as of [REDACTED] by and between **WAYNE COUNTY LAND BANK CORPORATION**, a public body corporate and politic, organized and now existing pursuant to Michigan Public Act 258 of 2003, whose address is 500 Griswold Street, 28th Floor, Detroit, Michigan 48226 ("Seller"), and the **CITY OF INKSTER** ("Purchaser"), a Municipal Corporation organized and existing under the laws of the State of Michigan.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.01 "Property" shall mean real property located in Wayne County, Michigan, as more specifically described in **Exhibit A**. Except as the term is used in Section 7.09, however, "Property" shall exclude any component parcel of the Property that Purchaser conveys to a third-party entity at any time after Closing.

1.02 "Hazardous Materials" shall mean any substances, compounds, mixtures, wastes or materials that are defined to be, that are regulated as, that are listed as or that (because of their toxicity, concentration or quantity) have characteristics that are hazardous or toxic under any of the Environmental Laws, or any substances, compounds, mixtures, wastes or materials that are otherwise regulated under any of the Environmental Laws. Without limiting the generality of the foregoing, Hazardous Materials includes: (a) any article or mixture that contains a Hazardous Material; (b) petroleum or petroleum products; (c) asbestos, asbestos-containing materials and presumed asbestos-containing materials; (d) polychlorinated biphenyls; and (e) any substance the presence of which requires reporting, investigation, removal or remediation under any Environmental Laws.

1.03 "Environmental Laws" shall mean all applicable statutes, statutory laws, common laws, ordinances, rules, regulations, codes, plans, injunctions, judgments, orders, decrees, agreements rulings, and charges thereunder: (a) of the United States of America; (b) of any state or local governmental subdivision within the United States of America, including but not limited to the State of Michigan; and (c) all agencies, departments, courts or any other subdivision of any of the foregoing, which has jurisdiction, concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws (x) relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes, asbestos, asbestos-containing materials, presumed asbestos-containing materials, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes to, from, in, on or under ambient air, indoor air, surface water, ground water, soil, geologic formations, lands, equipment, structures or building materials, or (y) otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes.

1.04 "Hazardous Use" shall mean the use, presence, disposal, storage, generation, leakage, treatment, manufacture, import, handling, processing, release or threatened release of

Hazardous Materials, to, from, on or under the Property or any portion thereof by any individual, person or entity, including without limitation, any lessee, occupant, and/or user of the Property or any portion thereof, including without limitation, Seller or Purchaser, whether known or unknown, and whether occurring and/or existing prior to the Effective Date or on or at any time after the Effective Date, and at any time after Closing.

2. PURCHASE OF PROPERTY

2.01 Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, the Property upon the terms and conditions set forth in this Agreement. The Purchase Price to be paid for the Property shall be the sum of Fifteen Thousand Dollars (\$15,000.00) ("Purchase Price").

2.02 The Purchase Price, plus or minus the net of any adjustments, prorations and credits hereinafter provided, shall be paid to Seller simultaneously with the execution of this Agreement and the consummation of the transaction contemplated hereby (the "Closing"), by either (i) a cashier's check delivered personally or sent via certified mail or (ii) a wire transfer in readily available funds.

3. TAXES AND UTILITIES

3.01 All current taxes and current installments of assessments (general or special) shall be prorated and adjusted using the "advance" method of proration as of the date of Closing in accordance with the due date of the municipality or taxing unit in which the Property is located. This provision notwithstanding, the Seller, a non-profit governmental entity, shall not be responsible for any portion of any tax that results from a transfer of Property to Purchaser.

3.02 Any water, sewer, electricity, gas and other public utility bills shall be adjusted and prorated to the date of Closing, however, no proration shall be made for public utilities, if in lieu thereof, the respective utility companies are able to bill separately for the amount of utilities consumed through the morning of the date of Closing.

4. TITLE

4.01 Seller shall convey to Purchaser all of its interest in the Property by the Quit Claim Deed in the form substantially attached hereto as **Exhibit B**. Title shall be subject only to the lien for taxes and assessments not yet due and payable, matters of zoning and easements, restrictions, rights-of-way of record, and other matters approved by Purchaser. Purchaser shall pay all state and county transfer taxes and/or revenue/documentary stamps due on this transaction. Purchaser shall also pay all recording fees. The Seller and the Purchaser have agreed to the form of deed listed in **Exhibit B** of this Agreement.

5. CLOSING

5.01 Subject to all conditions herein, the Closing shall take place simultaneous with this Agreement, on the execution date thereof, and the Seller shall convey title to the Property to Purchaser in the condition required hereunder.

5.02 The parties agree that, after Closing, Purchaser shall have the right of possession of the Property.

6. CONDITION OF THE PROPERTY

6.01 Purchaser warrants and acknowledges to, and agrees with, Seller that Purchaser is a sophisticated purchaser, familiar with the Property, and that Purchaser is purchasing the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", with no right of set-off or reduction in the Purchase Price and, except as expressly provided herein to the contrary, specifically and expressly without reliance on any warranties, representations or guarantees, whether express, implied or statutory, of any kind, nature, or type whatsoever from or on behalf of Seller, including without limitation, warranties, representations or guarantees with respect to the quality, character, or condition of the Property (including the presence of any Hazardous Materials on, at, under or emanating from the Property, or any Hazardous Use on or about the Property), whether latent or patent, merchantability, habitability, utility, tenantability, workmanship, operations, state of maintenance or repair, compliance with statutory or other governmental, regulatory or industry standards or fitness for a particular use, or with respect to the value, profitability or marketability of any part of the Property, or with respect to any other matter or thing relating to or affecting the Property. Seller does hereby disclaim and renounce, and Purchaser acknowledges and agrees that it is not relying on, any such representations or warranties.

6.02 Upon the Closing, Purchaser shall have no claim in common law, in equity or under Environmental Laws, and hereby releases, covenants not to sue and forever discharges Seller (and its officers, directors, managers, agents, brokers, employees, representatives, affiliated or related entities, successors and assigns) from any claims, actions, liabilities, obligations, costs or expenses based upon or arising out of (a) the condition of the Property, (b) the failure of the Property to comply with any laws or meet any standards, (c) the presence of any Hazardous Materials on, at, in, under or emanating to or from the Property, (d) any Hazardous Use on or about the Property, and/or (e) any violation of any Environmental Laws. Further, anything in this Agreement to the contrary notwithstanding, in no event shall Seller be liable for incidental, special, exemplary or consequential damages, including, without limitation, loss of profits or revenue, interference with business operations, loss of tenants, lenders, investors, buyers, diminution in value of the Property, or inability to use the Property, due to the condition of the Property. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ESTABLISHED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

7. PURCHASER'S OBLIGATION TO MAINTAIN THE PROPERTY

7.01 The Seller and the Purchaser represent that a material term of this Agreement is the Purchaser's representations that the Property will be maintained as a consequence of this sale.

Purchaser hereby represents and warrants to Seller that Purchaser has the full right, power and authority to carry out Purchaser's obligations, as detailed in this section.

7.02 Purchaser shall maintain the Property's exterior spaces for one (1) year following Closing, of which such maintenance shall include, but is not limited to:

- a. Trimming or mowing all grass, brush, and shrubbery on a basis necessary to ensure that no grass exceeds five (5) inches in length and no brush or shrubbery appears blighted and unkempt.
- b. Clearing and removing any structures, debris, trash, and broken tree limbs from the premises.
- c. Clearing snow from the premises on a basis necessary to ensure that no public sidewalk on the premises, or bordering the premises, contains more than two (2) inches of snow accumulation.

7.03 To ensure that Purchaser is complying with its obligations under Section 7.02, Seller may, for one (1) year after Closing, take the following actions:

- a. On a quarterly basis, Seller may ask Purchaser to furnish, within two (2) weeks, data demonstrating its maintenance efforts under Section 7.02.
- b. Seller may conduct up to four (4) drive-by inspections of the Property, by which Seller examines the Property without entering thereupon (the "Inspection").

7.04 In the event Seller conducts an Inspection and determines that ten (10) or more component parcels of the Property are not being maintained in accordance with Section 7.02, Seller shall promptly provide a written notice to Purchaser that contains the following information:

- a. A list of the component parcels of the Property that are not being maintained in accordance with Section 7.02.
- b. Photographs of ten (10) component parcels of the Property that are not being maintained in accordance with Section 7.02.

7.05

- a. Upon receiving a notice pursuant to Section 7.04, Purchaser shall have seven (7) calendar days to ensure that all component parcels of the Property identified by Seller under Section 7.04(a) are maintained in accordance with Section 7.02 and provide Seller written notice of such compliance (the "Correction Opportunity").
- b. Seller may, within two (2) weeks of receiving Purchaser's compliance notice, perform a drive-by inspection of the Property, by which Seller examines the Property without entering thereupon ("the Compliance Check"). Any Compliance Check conducted by Seller shall not be considered an Inspection for purposes of Section 7.03(b).

7.06 Purchaser shall be in default under this Agreement if (i) Seller determines, upon conducting a Compliance Check, that ten (10) or more component parcels of the Property are not being maintained in accordance with Section 7.02 or (ii) Purchaser has already been granted one Correction Opportunity and Seller determines, upon conducting an Inspection, that ten (10) or

more component parcels of the Property are not being maintained in accordance with Section 7.02. Upon determining such default Seller may, as its sole remedy, take the following actions:

- a. Provide Purchaser written notice of the default, along with photographs of ten (10) component parcels of the Property that are not being maintained in accordance with Section 7.02 and, if applicable, in accordance with Purchaser's Correction Opportunity under Section 7.05(a).
- b. Take immediate possession of the Property and any attachments thereon; enter and secure the Property; remove all occupants from the Property; clear the Property of any items placed thereon by Purchaser or other persons; and hold, sell, or develop the Property at its sole discretion.

7.07 For all purposes of this Agreement, whether Purchaser has satisfied its obligation to maintain the Property in accordance with Section 7.02 shall be determined at Seller's sole discretion, based upon Seller's good faith examination of the Property. Seller's determination that Purchaser has not satisfied its obligation to maintain the Property in accordance with Section 7.02 shall not constitute a default under this Agreement.

7.08 In furtherance of the representations and terms agreed upon above, Purchaser agrees that Seller may attach a notice to the deed conveyance, as well as record a "Notice of Claim of Interest" regarding the Property with the Wayne County Register of Deeds, that permits Seller to enforce the terms and conditions listed herein. If Purchaser satisfies its obligation to maintain the Property in accordance with Section 7.02, Seller shall, within thirty (30) days of one (1) year following Closing, record a "Release of Interest in Real Property" with the Wayne County Register of Deeds, releasing any and all interest Seller holds in the Property.

7.09 Notwithstanding Section 7.08, in the event Purchaser wishes to sell a component parcel of the Property to a third-party entity prior to the one-year anniversary of Closing, Seller shall, upon receiving notice of such conveyance, reasonably promptly record a "Release of Interest in Real Property" with the Wayne County Register of Deeds, releasing any and all interest Seller holds in that component parcel of the Property.

8. SELLER'S REPRESENTATIONS AND WARRANTIES

8.01 Seller hereby represents and warrants to Purchaser that Seller owns the Property and has the full right, power and authority to sell the Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite actions necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder have been, or by Closing will have been, taken.

9. DEFAULT

9.01 In the event of a default by Seller hereunder, the Purchaser may, at its option, either (a) seek specific performance of the terms and conditions of this Agreement, or (b) terminate this Agreement by written notice delivered to the Seller at or prior to Closing and obtain a refund of the Purchase Price as liquidated damages and the remedy elected shall constitute the sole and exclusive remedy of the Purchaser.

9.02 In the event of a default by Purchaser prior to Closing hereunder, the Seller may, at its option, either (a) seek specific performance of the terms and conditions of this Agreement, or (b) terminate this Agreement by written notice delivered to the Purchaser at or prior to the Closing Date and obtain the Purchase Price as liquidated damages and the remedy elected shall constitute the sole and exclusive remedy of the Seller.

10. BROKERS' FEES

10.01 The Parties represent that neither have used the services of any broker.

11. MISCELLANEOUS PROVISIONS

11.01 Any notice, request, demand, consent, approval or other communication given pursuant to this Agreement (hereinafter "Notice") shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) email, or (d) United States registered or certified mail, return receipt requested, postage prepaid, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided herein. Unless changed in accordance with the preceding sentence, the address for notices given pursuant to this Agreement shall be as follows:

If to Seller:

Bali Kumar
Executive Director
Wayne County Land Bank Corporation
500 Griswold, Fl 28
Detroit, MI 48226
bkumar@waynecounty.com

If to Purchaser:

Byron H. Nolen
Mayor of Inkster
26215 Trowbridge
Inkster, Michigan, 48141

11.02 The parties hereto agree that at any time or from time to time after the execution of this Agreement and the Closing, they shall, upon request of the other, execute and deliver such further documents and instruments and do such further actions and things as may be reasonably requested in order to carry out the intended purposes of this Agreement.

11.03 This Agreement shall be deemed to be executed, performed, governed, construed, applied, and enforced in accordance with the substantive laws of the State of Michigan (without regard to any conflict of laws principles) and the applicable laws of the United States of America. Seller and Purchaser irrevocably submit to the jurisdiction of any court of competent jurisdiction in the County of Wayne, State of Michigan in connection with any proceeding out of or relating to this Agreement.

11.04 This Agreement embodies the entire agreement and understanding by and between the parties relating to the subject matter hereof, and this Agreement may not be amended, waived or discharged, except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver, or discharge is sought.

11.05 This Agreement may be executed in any number of counterparts, none of which has been executed by all of the parties hereto, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

11.06 Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11.07 The terms in this Agreement that should reasonably survive the termination of this Agreement shall survive.

11.08 Neither party's failure or neglect to enforce any of its rights under this Agreement will be deemed to be a waiver of that party's rights.

11.09 The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: November 15, 2017

From: Sharde Fleming
Special Projects, Director

Date for Council Consideration: November 20, 2017

ACTION REQUESTED: Consider offer to purchase (Case #17-29) one (1) residential property: 4166 Allen Ave., located on the west side of Allen Ave. between Andover St. and Pine St. and is legally described as *36B120* LOT 120 ALSO E 1/2 ADJ VAC ALLEY- - - BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property ID # 44014020120000) in the total amount of \$2,000.00.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A

Mayor's Approval



BACKGROUND INFORMATION

Deandra Watley made application to purchase one residential property:

4166 Harrison Ave is a residential property located on the west side of Allen Ave. between Andover St. and Pine St. and is legally described as *36B120* LOT 120 ALSO E 1/2 ADJ VAC ALLEY- - - BURNS-VAN ALSTINE SUB T2S R93 L60 P70 WCR (Property ID # 44014020120000) in the total amount of \$2,000.00.

A picture and associated maps are attached. This parcel is being purchased an owner occupied property.

SCOPE OF SERVICES

Preparation and execution of purchase agreement, quit claim deed, property transfer affidavit, and recording of the deed. It is highly recommended that the applicant complete a title search of the property.

JUSTIFICATION

4166 Allen Ave, built in 1950 at 1,494 sq. ft. is located in the R-1B zoning district (One Family Residential). The intended use for this parcel is an authorized use. The applicant is offering to purchase the subject parcel for a total purchase price \$2,000.00.

PROJECT OR IMPROVEMENT TASKS

1. Develop a plan to Diversify the tax base to ensure a sustainable budget for Inkster
2. Develop a plan to address the City's current debt and legacy costs
3. Improve and promote the image of Inkster

COSTS

The applicant has deposited \$600.00 for the property and is offering a total purchase of \$2,000.00.

RESOLUTION

Authorization is hereby given to for the sale of one (1) residential property: 4166 Allen Ave. (Property ID # 44014020120000) to Deandra Watley subject to the following conditions;

-Complete closing on the parcel within 30 days by paying the balance of the price of sale (\$1,400.00), paying the cost of recording the deed (\$18.00), entering into a purchase agreement, and executing property transfer affidavit.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:



Deposit/Administrative Fee Received \$100.00
Date Received 10/4/17
Case # 17-29

**CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY**

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Deandra Crystal - Rikay Watley

Applicant's Address 11111 11111 ST 11111 11111

Applicant's Phone Number 111-111-1111

Proposed Owner's Name (as indicated on deed): Deandra Crystal - Rikay Watley

PROPERTY INFORMATION - Purchase Offer \$ 250

Property Location: on West side of Allen Street/Avenue

Between Pine Street/Avenue and Andover Street/Avenue

Tax ID, Legal Description, and Address if Structure 44014020121000

Lot 121 Also E 1/2 Adj Vac Alley Burn - Van
Alstine Sub T2S R93 L60 P70 WCR

Parcel Size: _____ (Width) 35 X (Length) 111.89 Current Zoning Residential

☐ Additional Parcels/Lots (attach Request for Additional Property Form)

Summary of Proposed Use: Owner Occupants Vacant Lot
Use additional sheets as needed

I understand and accept as evidenced by the good-faith deposit of \$ 100 .00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

NOTE: All City-owned property is sold "AS IS". The City is not responsible for clear title.

Deandra Crystal Watley
Applicant's Signature

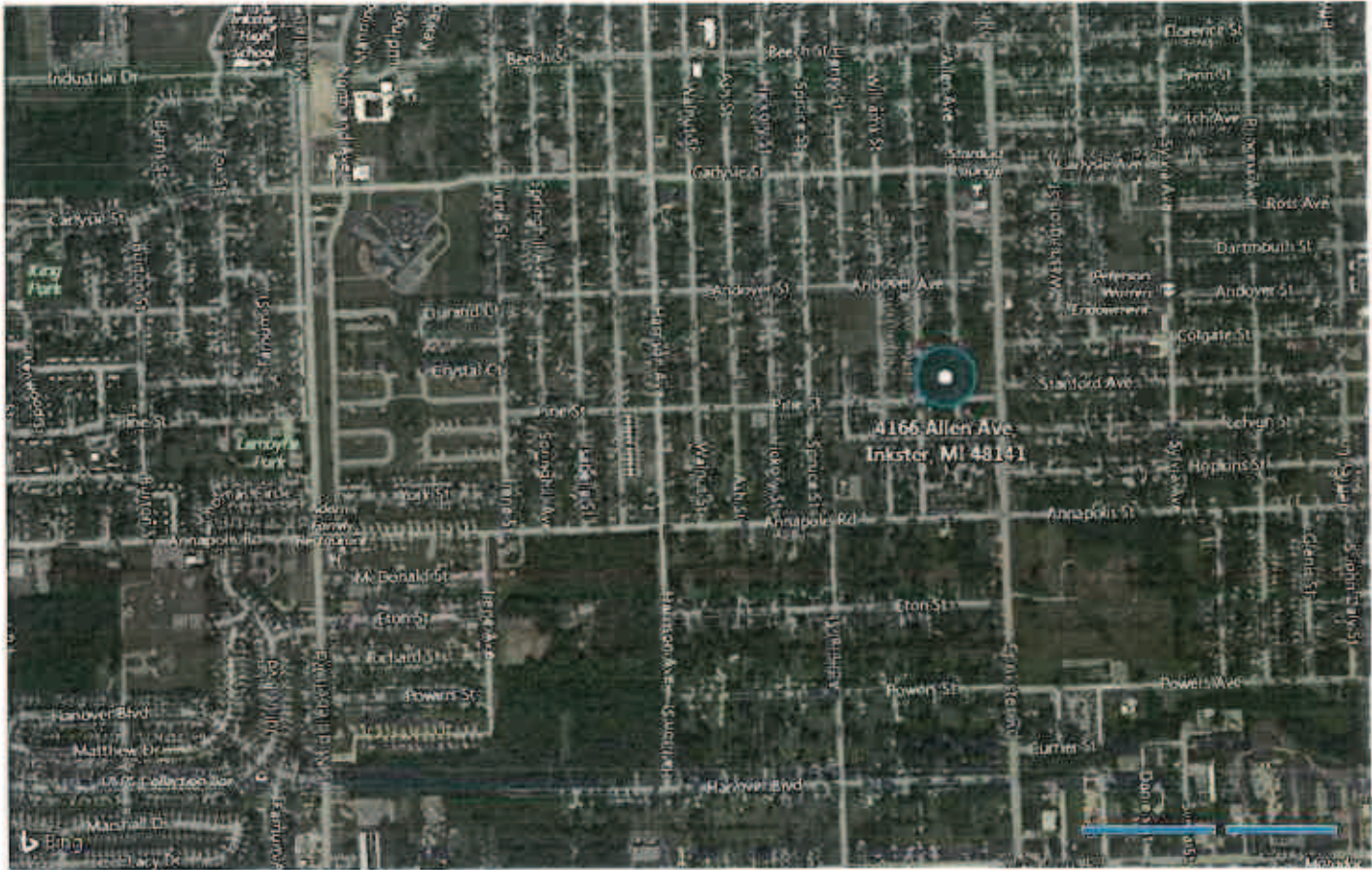
10/4/17
Date

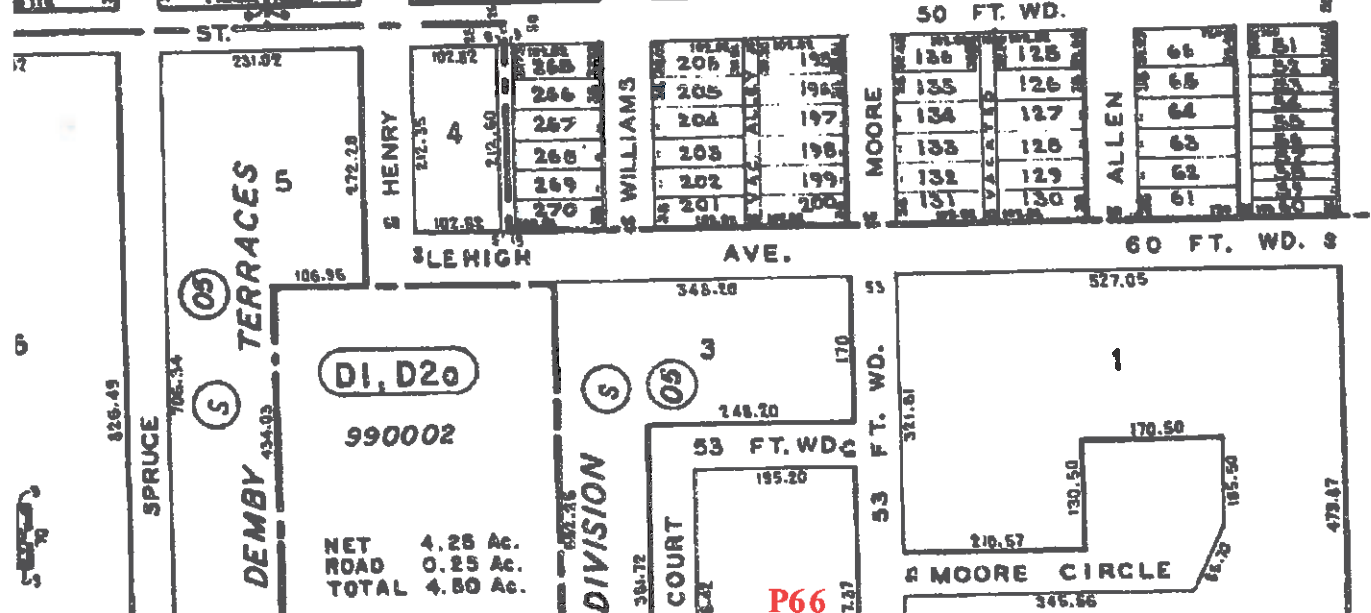
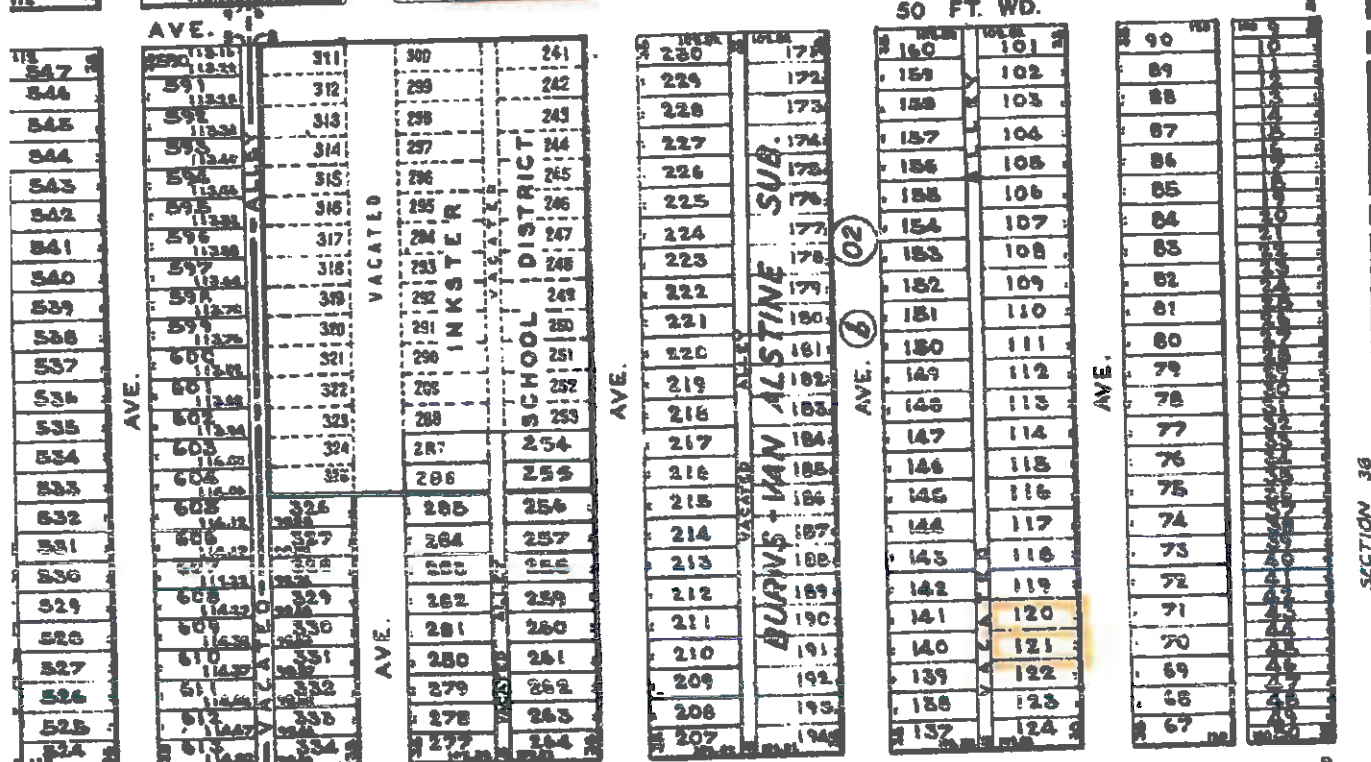
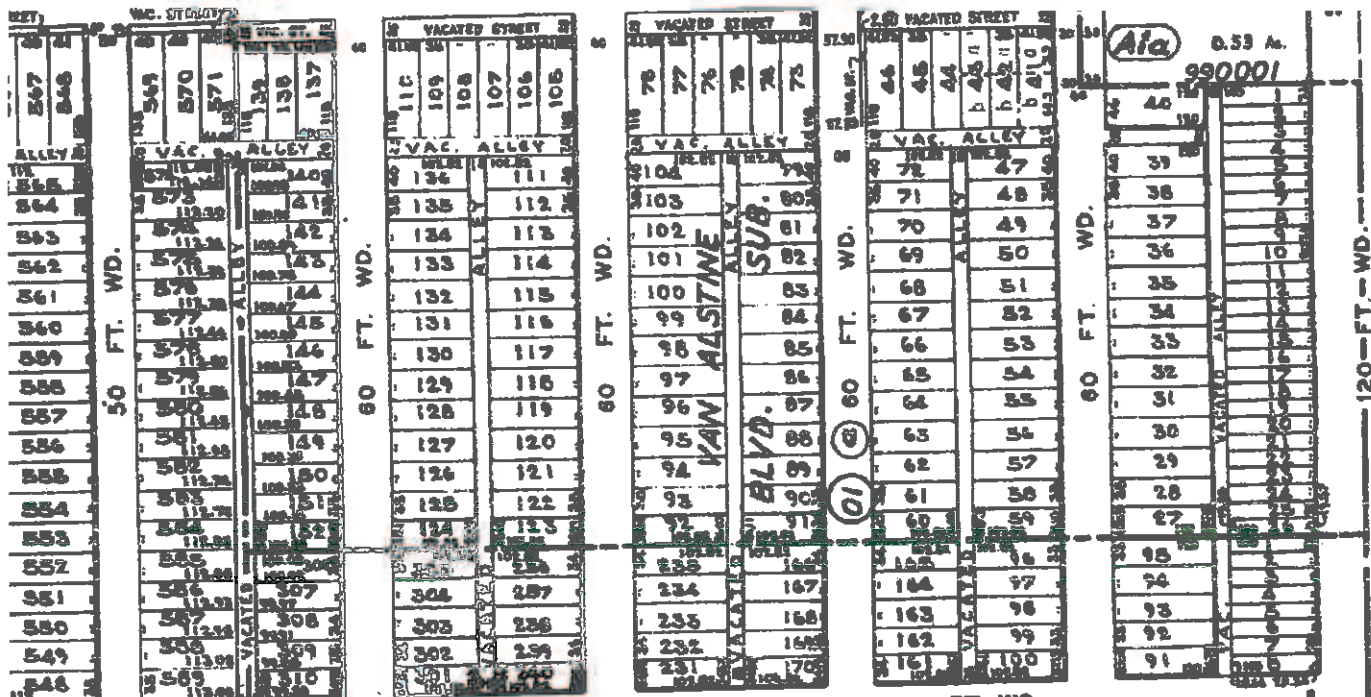
Stephanie
Broker's Name





4166 Allen Ave, Inkster, MI 48141





REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: November 15, 2017

From: Felicia Rutledge, City Clerk

Date for Council Consideration: November 20, 2017

ACTION REQUESTED: Consider approval of the proposed City Council meeting dates for the 2018 Calendar year in accordance with the City of Inkster current Charter.

Current Action X Emergency _____ Future _____

Funds Budgeted: If Yes _____ Account # _____ No _____ N/A _____

Treasurer's Approval _____

RESOLUTION

RESOLVED that the regular City Council meeting dates for the 2018 calendar year through December 2018 scheduled for 7:00 p.m., on the first and third Monday of each month (As stipulated in the City of Inkster Charter) in the Council Chambers located at 26215 Trowbridge, Inkster, Michigan, are hereby established in accordance with the Open Meetings Act, being MCL 15.261, et, Seq., whereas these meetings are conducted and open to the public as follows:

January 2, 2018 (Tuesday)
January 16, 2018 (Tuesday)
February 5, 2018
February 19, 2018
March 5, 2018
March 19, 2018
April 2, 2018
April 16, 2018
May 7, 2018
May 21, 2018
June 4, 20178
June 18, 2018

July 2, 2018
July 16, 2018
August 6, 2018
August 20, 2018
September 4, 2018 (Tuesday)
September 17, 2018
October 1, 2018
October 15, 2018
November 5, 2018
November 19, 2018
December 3, 2018
December 17, 2018

*Please note with the passing of the new charter, City Council meetings will begin at 7:00 p.m. on the 1st and 3rd Mondays; unless a Holiday is on that day.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



RESOLVED that the regular City Council meeting dates for the **2018 calendar** year through December 2018 scheduled for **7:00 p.m.**, on the first and third Monday of each month (As stipulated in the City of Inkster Charter, Section 7.1) in the Council Chambers located at 26215 Trowbridge, Inkster, Michigan, are hereby established in accordance with the Open Meetings Act, being MCL 15.261,et,Seq.,whereas these meetings are conducted and open to the public as follows:

January 2, 2018 (Tuesday)
January 16, 2018 (Tuesday)
February 5, 2018
February 19, 2018
March 5, 2018
March 19, 2018
April 2, 2018
April 16, 2018
May 7, 2018
May 21, 2018
June 4, 20178
June 18, 2018

July 2, 2018
July 16, 2018
August 6, 2018
August 20, 2018
September 4, 2018 (Tuesday)
September 17, 2018
October 1, 2018
October 15, 2018
November 5, 2018
November 19, 2018
December 3, 2018
December 17, 2018

*Please note with the passing of the new charter, City Council meetings will begin at 7:00 p.m. on the 1st and 3rd Mondays; unless a Holiday is on that day.